



September 29, 2022

CALL AND NOTICE OF A REGULAR MEETING  
OF THE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

NOTICE is hereby given that a regular meeting of the Burbank-Glendale-Pasadena Airport Authority will be held on Monday, October 3, 2022, at 9:00 a.m., in the Airport Skyroom of Hollywood Burbank Airport, 2627 N. Hollywood Way, Burbank, California 91505.

Pursuant to Government Code Section 54953(e), members of the Commission may participate in this meeting via teleconference. In the interest of maintaining appropriate social distancing, a physical location is not being provided for the public to attend or comment. Members of the public may observe the meeting telephonically and may offer comment in real time through the following number:

*Dial In: (818) 862-3332*

Terri Williams, Board Secretary  
Burbank-Glendale-Pasadena Airport Authority

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

Airport Skyroom

Regular Meeting of Monday, October 3, 2022

9:00 A.M.

*The public comment period is the opportunity for members of the public to address the Commission on agenda items and on airport-related non-agenda matters that are within the Commission's subject matter jurisdiction. At the discretion of the presiding officer, public comment on an agenda item may be presented when that item is reached.*



*When in-person attendance or participation at meetings of the Commission is allowed, members of the public are requested to observe the following rules of decorum:*

- *Turn off cellular telephones and pagers.*
- *Refrain from disorderly or boisterous conduct, including loud, threatening, profane, or abusive language, clapping, whistling, stamping, or other acts that disrupt or otherwise render unfeasible the orderly conduct of the meeting.*
- *If you desire to address the Commission during the public comment period, fill out a speaker request card and present it to the Board Secretary.*
- *Confine remarks to agenda items or to airport-related non-agenda matters that are within the Commission's subject matter jurisdiction.*
- *Limit comments to five minutes or to such other period of time as may be specified by the presiding officer.*



*The following activities are prohibited:*

- *Allocation of speaker time to another person.*
- *Video presentations requiring use of Authority equipment.*



*Any disclosable public records related to an open session item on a regular meeting agenda and distributed by the Authority to the Commission less than 72 hours prior to that meeting are available for public inspection at Hollywood Burbank Airport (2627 N. Hollywood Way, Burbank) in the administrative office during normal business hours.*



*In accordance with the Americans with Disabilities Act of 1990, if you require a disability-related modification or accommodation to attend or participate in this meeting, including auxiliary aids or services, please call the Board Secretary at (818) 840-8840 at least 48 hours prior to the meeting.*

# A G E N D A

Monday, October 3, 2022

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. APPROVAL OF AGENDA
4. PUBLIC COMMENT
5. CONSENT CALENDAR (Includes Minutes. Items on the Consent Calendar are generally routine in nature and may be acted upon by one motion unless removed for separate consideration.)
  - a. Committee Minutes  
(For Note and File)
    - 1) Executive Committee  
      - (i) September 7, 2022 ***[See page 1]***
    - 2) Operations and Development Committee  
      - (i) August 15, 2022 ***[See page 4]***
    - 3) Finance and Administration Committee  
      - (i) August 15, 2022 ***[See page 7]***
    - 4) Legal, Government and Environmental Affairs Committee  
      - (i) August 15, 2022 ***[See page 10]***
  - b. Commission Minutes  
    - 1) September 19, 2022 ***[See page 12]***
  - c. Treasurer's Report  
    - 1) June 2022 ***[See page 20]***
  - d. Auditor Required Communications for the FY 2022 Audits ***[See page 48]***
  - e. Authorization to Acquire Replacement Airport Fire Department Rescue Vehicle ***[See page 58]***
  - f. First Extension Option and Landscape Equipment Electrification ***[See page 60]***  
Landscape Maintenance Services Agreement  
Parkwood Landscape Maintenance, Inc.

- g. Memorandum of Adjacent Property [See page 63]  
Replacement Passenger Terminal Selection  
Covenant and Environmental Restriction on Property

- h. XI-3 Contract Amendment [See page 66]  
Replacement Passenger Terminal Project  
Progressive Design-Build Procurement Consultant Services

6. ITEMS FOR COMMISSION APPROVAL

- a. Appointment of Treasurer and Auditor [See page 73]

7. CLOSED SESSION

- a. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION  
(California Government Code Section 54956.9(d)(1))

Name of Case: City of Los Angeles v. FAA et al. (Case No. 21-71170)

- b. CONFERENCE WITH LABOR NEGOTIATORS  
(California Government Code Section 54957.6)  
Authority Representatives: Frank Miller, Executive Director  
Edward Skvarna, Chief of Police/Director of  
Public Safety  
Employee Organization: Burbank Airport Police Officers Association

8. ITEMS PULLED FROM CONSENT CALENDAR

9. EXECUTIVE DIRECTOR COMMENTS

- 10. COMMISSIONER COMMENTS  
(Commissioners may make a brief announcement, make a brief report on  
their activities, and request an agenda item for a future meeting.)

11. ADJOURNMENT

## COMMISSION NEWSLETTER

Monday, October 3, 2022

*[Regarding agenda items]*

### 5. CONSENT CALENDAR

*(Consent Calendar items may be enacted by one motion. There will be no separate discussion on these items unless a Commissioner so requests, in which event the item will be removed from the Consent Calendar and considered in its normal sequence on the agenda.)*

- a. COMMITTEE MINUTES. Approved minutes of the Executive Committee meeting of September 7, 2022; approved minutes of the Operations and Development Committee meeting of August 15, 2022; approved minutes of the Finance and Administration Committee meeting of August 15, 2022; and approved minutes of the Legal, Government and Environmental Affairs Committee meeting of August 15, 2022, are included in the agenda packet for information purposes.
- b. COMMISSION MINUTES. Draft minutes of the September 19, 2022, Commission meeting minutes are attached for the Commission's review and approval.
- c. TREASURER'S REPORT. The Treasurer's Report for June 2022 is included in the agenda packet. At its meeting on September 19, 2022, the Finance and Administration Committee voted unanimously (2-0) to recommend that the Commission note and file this report.
- d. AUDITOR REQUIRED COMMUNICATIONS FOR THE FY 2022 AUDITS. A copy of the report is included in the agenda packet. In accordance with applicable professional standards, the Authority's auditor, Macias Gini & O'Connell LLP ("MGO") has provided the attached letter to the Commission outlining its audit responsibilities, and planned scope and timing of the FY 2022 audits. Also attached is a copy of the annual engagement letter, which substantially conforms to the professional services agreement between the Authority and MGO for audit services. At its meeting held on September 19, 2022, the Finance and Administration Committee voted unanimously (2-0) to recommend that the Commission note and file these communications.
- e. AUTHORIZATION TO ACQUIRE REPLACEMENT AIRPORT FIRE DEPARTMENT RESCUE VEHICLE. A staff report is included in the agenda packet. Subject to the recommendation of the Operations and Development Committee at its meeting immediately preceding the Commission meeting, Staff seeks authorization from the Commission to issue a future purchase order in a not-to-exceed amount of \$400,000 to acquire a previously owned Aircraft Rescue and Fire Fighting ("ARFF") vehicle. An update to the Commission will be provided if a suitable previously owned ARFF vehicle is acquired.
- f. FIRST EXTENSION OPTION AND LANDSCAPE EQUIPMENT ELECTRIFICATION LANDSCAPE MAINTENANCE SERVICES AGREEMENT – PARKWOOD LANDSCAPE MAINTENANCE, INC. A staff report is included in the agenda packet. At its meeting held on September 19, 2022, the Operations and Development

Committee voted unanimously (3–0) to recommend that the Commission authorize to exercise the first of two one-year extension options for the Landscape Maintenance Services Agreement with Parkwood Landscape Maintenance, Inc. Staff further seeks a recommendation to authorize a proposed additional monthly cost of \$1,250 to replace all gas-powered landscape equipment used at the Airport with electric equipment.

- g. **MEMORANDUM OF ADJACENT PROPERTY – REPLACEMENT PASSENGER TERMINAL SELECTION – COVENANT AND ENVIRONMENTAL RESTRICTION ON PROPERTY.** A staff report is included in the agenda packet. At its meeting held on September 26, 2022, the Executive Committee voted (2–0, 1 absent) to recommend that the Commission approve a Memorandum of Adjacent Property Replacement Passenger Terminal Selection (“Terminal Selection Memo”) and a Covenant and Environmental Restriction on Property (“Land Use Covenant”). The Terminal Selection Memo formally designates the Adjacent Property as the location of the Replacement Passenger Terminal. The Land Use Covenant memorializes development and use restrictions imposed on the Adjacent Property by the Los Angeles Regional Water Quality Control Board.
- h. **XI-3 CONTRACT AMENDMENT - REPLACEMENT PASSENGER TERMINAL PROJECT – PROGRESSIVE DESIGN-BUILD PROCUREMENT CONSULTANT SERVICES.** A staff report is included in the agenda packet. At its meeting held on September 26, 2022, the Executive Committee voted (2–0, 1 absent) to recommend that the Commission approve a proposed Amendment No. 1 to the Professional Services Agreement with XI-3 Corporation revising the not-to-exceed amount from \$50,000 to \$96,000 for coordination and evaluation services in connection with the Progressive Design-Build Services Request for Proposals for the Replacement Passenger Terminal Project.

## 6. ITEMS FOR COMMISSION APPROVAL

- a. **APPOINTMENT OF TREASURER AND AUDITOR.** A staff report is included in the agenda packet. At its meeting of July 18, 2022, the Commission elected a President, Vice President, and Secretary in accordance with the joint powers agreement. The Commission also appointed an Assistant Secretary and, due to a vacancy in the Glendale representatives, requested Commissioner Najarian to serve as both Interim Treasurer and Auditor. Commissioner Najarian has been generous with his time fulfilling both roles for the past few months. To improve the workload distribution, Staff recommends that the Commission reconsider appointment of Treasurer and Auditor so that the offices are filled by two different Commissioners for the remainder of the fiscal year.

**MINUTES OF THE REGULAR MEETING OF THE  
EXECUTIVE COMMITTEE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY**

**WEDNESDAY, SEPTEMBER 7, 2022**

A regular meeting of the Executive Committee was called to order on this date in the Burbank Room, 2627 N. Hollywood Way, Burbank, California, at 9:02 a.m., by Commissioner Gabel-Luddy.

**1. ROLL CALL**

**Present:** Commissioners Gabel-Luddy (via teleconference), Williams (via teleconference) and Najarian (via teleconference)

**Absent:** None

**Also Present:** Staff: John Hatanaka, Senior Deputy Executive Director; Patrick Lammerding, Deputy Executive Director, Planning and Development; Kathy David, Deputy Executive Director, Finance and Administration; Ed Skvarna, Chief of Police, Director of Public Safety;

Authority Counsel: Terence Boga, Esq.,  
Richards, Watson & Gershon

Roger Johnson, Senior Project Manager,  
Jacobs Project Management Co.

**2. Approval of Agenda** The Agenda was approved as submitted.

Commissioner Gabel-Luddy stated that Item Nos. 8.a., 8.b., Closed Session, and 5.b., 6.b., would be taken out of order and would be presented after Item No. 2.

**8. Closed Session** The meeting convened to Closed Session at 9:04 a.m.

- a. CONFERENCE WITH LABOR NEGOTIATORS  
(California Government Code Section 54957.6)  
Authority Representatives: Frank Miller, Executive Director  
Edward Skvarna, Chief of Police/Director of  
Public Safety  
Employee Organization: Burbank Airport Police Officers Association
- b. PUBLIC EMPLOYEE PERFORMANCE EVALUATION  
(California Government Code Section 54957(b))  
Title: Executive Director

The meeting reconvened to open session at 9:50 a.m. will all three Commissioners present. No reportable action was taken.

## **5. Items for Approval**

### **b. Replacement Passenger Terminal Program Manager Jacobs Project Management Company - Task Order Authorization**

Staff sought an Executive Committee recommendation to the Commission for approval of Task Order #2 in the amount of \$1,463,249.51 with Jacobs Project Management Co. for program management services for the Replacement Passenger Terminal project.

#### **Motion**

Commissioner Najarian moved approval; seconded by Commissioner Williams.

#### **Motion Approved**

A voice vote was taken to accommodate those participating via teleconference. The motion was approved (3-0).

## **6. Items for Discussion**

### **a. Staff Presentation**

This item was deferred to the Committee Special meeting on 9-26-2022.

### **b. Replacement Passenger Terminal Project Decision and Risk Matrix**

Roger Johnson of Jacobs Project Management Co. discussed a decision and risk matrix for the Replacement Passenger Terminal Project. The discussion included a PowerPoint presentation outlining the Progressive Design-Build & Cost Control and Decision Matrix.

## **5. Items for Approval (continued)**

### **a. Regular Meeting Schedule**

Staff sought the Committee's approval of 9:00 a.m. on the first Wednesday of the month in the Burbank Room of the Airport as the regular meeting schedule.

#### **Motion**

Commissioner Williams moved approval; seconded by Commissioner Najarian.

#### **Motion Approved**

A voice vote was taken to accommodate those participating via teleconference. The motion was approved (3-0).

## **7. Items for Information**

### **a. Committee Pending Items**

Staff informed the Committee of future pending items that will come to the Committee for review.

**3. Public Comment**

There were no public comments.

**4. Approval of Minutes**

**a. August 10, 2022**

Commissioner Najarian moved approval of the minutes of the August 10, 2022 special meeting, seconded by Commissioner Williams. There being no objection, a voice vote was taken to accommodate the Commissioners participating via teleconference. The motion was approved (3-0).

**9. Adjournment**

There being no further business, the meeting was adjourned at 10:33 a.m.

*Approved on September 19, 2022*

**MINUTES OF THE REGULAR MEETING OF THE  
OPERATIONS AND DEVELOPMENT COMMITTEE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY**

**MONDAY, AUGUST 15, 2022**

A regular meeting of the Operations and Development Committee was called to order on this date in the Airport Skyroom, 2627 N. Hollywood Way, Burbank, California, at 8:31 a.m., by Commissioner Devine.

**1. ROLL CALL**

<b>Present:</b>	Commissioners Devine (via teleconference), Hampton (arrived at 8:32 a.m., via teleconference) and Gabel-Luddy
<b>Absent:</b>	None
<b>Also Present:</b>	Staff: John Hatanaka, Senior Deputy Executive Director; Scott Kimball, Deputy Executive Director Business and Properties, Safety, Procurement, and Operations; Anthony Defrenza, Director, Engineering and Maintenance; Nerissa Sugars, Director, Marketing Communications and Air Service

**2. Approval of Agenda**

<b>Motion</b>	Commissioner Gabel-Luddy moved approval of the Agenda, seconded by Commissioner Hampton (via teleconference).
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<b>Motion Approved</b>	There being no objection, the motion was approved (3-0).
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**3. Public Comment**

There were no public comments.

**4. Approval of Minutes**

**a. July 18, 2022**

<b>Motion</b>	Commissioner Hampton (via teleconference) moved approval of the minutes of the July 18, 2022 meeting, seconded by Commissioner Gabel-Luddy.
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<b>Motion Approved</b>	There being no objection, a voice vote was taken to accommodate those participating via teleconference. The motion was approved (3-0).
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## 5. Items for Approval

### a. Award of Contract - Safety Management System / Part 139 Software Program

This item was previously presented to the Operations and Development Committee ("Committee") on July 18, 2022 and was resubmitted with additional information requested by the Committee. Staff sought a Committee recommendation to the Commission for award of contract to AeroSimple LLC for the acquisition of a Safety Management System and Federal Aviation Regulations Part 139 software program in an amount not-to-exceed \$153,500 over a five-year period.

#### Motion

Commissioner Hampton (via teleconference) moved approval of Staff's recommendation, seconded by Commissioner Gabel-Luddy.

#### Motion Approved

There being no objection, a voice vote was taken to accommodate those participating via teleconference. The motion was approved (3-0).

### b. Second Extension Option Airport Conveyance Equipment Services Agreement Elevators Etc., LP

Staff sought a Committee recommendation to the Commission to authorize the exercise of the second of two one-year extension options for the Airport Conveyance Equipment Services Agreement with Elevators Etc., LP.

#### Motion

Commissioner Gabel-Luddy moved approval of Staff's recommendation, seconded by Commissioner Hampton (via teleconference).

#### Motion Approved

There being no objection, a voice vote was taken to accommodate those participating via teleconference. The motion was approved (3-0).

### c. Award of Professional Services Agreement - Air Service Consulting Services

Staff sought a Committee recommendation to the Commission for award of a Professional Services Agreement to Arthur D. Little, LLC ("ADL") for continued air service consulting services. The services to be provided by ADL are complementary to the airport marketing consulting services obtained through the recently awarded Anyone Collective agreement. The expenditure for these services is for an amount not-to-exceed \$70,000.

#### Motion

Commissioner Hampton (via teleconference) moved approval of Staff's recommendation, seconded by Commissioner Gabel-Luddy.

#### Motion Approved

There being no objection, a voice vote was taken to accommodate those participating via teleconference. The motion was approved (3-0).

**6. Items for Information**

**a. Committee Pending Items**

Staff informed the Committee of future pending items that will come to the Committee for review.

**7. Adjournment**

There being no further business, the meeting adjourned at 8:49 a.m.

**MINUTES OF THE REGULAR MEETING OF THE  
FINANCE AND ADMINISTRATION COMMITTEE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY**

**MONDAY, AUGUST 15, 2022**

A regular meeting of the Finance and Administration Committee was called to order this date in the Airport Skyroom, 2627 N. Hollywood Way, Burbank, California, at 10:55 a.m., by Commissioner Selvidge.

**1. ROLL CALL**

**Present:**

Commissioners Selvidge (via teleconference),  
Ovrom (via teleconference)

**Absent:**

NONE

**Also Present:**

Staff: John Hatanaka, Senior Deputy Executive Director, Kathy David, Deputy Executive Director, Finance and Administration; Scott Kimball, Deputy Executive Director, Operation, Business, Procurement, SMS

Roger Johnson, Senior Program Manager, Jacobs Program Management Co.

**2. Staff Announcement: AB 23**

The Senior Deputy Executive Director announced that, as a result of the convening of this meeting of the Finance and Administration Committee, each Committee member in attendance is entitled to receive and shall be provided \$200.

**3. Approval of Agenda**

Agenda was approved as presented.

**4. Public Comment**

There were no public comments.

**5. Approval of Minutes**

**a. July 18, 2022**

A draft copy of the July 18, 2022, minutes were included in the agenda packet for review and approval.

**Motion**

Commissioner Ovrom moved approval of the minutes.

**Motion Approved**

The minutes were approved as presented (2–0).

## 6. Items for Approval

### a. First Amendment to Aviation Hangar Lease Star Aviation, Inc.

Staff sought a Committee recommendation to the Commission for approval of a proposed First Amendment ("Amendment") to the Aviation Hangar Lease ("Lease") with Star Aviation, Inc. ("Avalon"). The proposed Amendment will extend the term of the Lease for an additional ten years to October 31, 2032 for Hangar 22 located in the northwest quadrant of the Airport.

#### Motion

Commissioner Ovrom moved approval; seconded by Commissioner Selvidge.

#### Motion Approved

There being no objection, a voice vote was taken, and the motion was approved (2–0).

### b. First Amendment to Ground Lease Vehicle Effects, Inc.

Staff sought a Committee recommendation to the Commission for approval of a proposed First Amendment ("Amendment") to the Ground Lease ("Lease") with Vehicle Effects, Inc. The proposed Amendment will extend the term of the Lease from a month-to-month basis to three years expiring on September 30, 2025, for a 5,000 sq. ft. lot located on the northwest Quadrant of the Airport.

#### Motion

Commissioner Ovrom moved approval; seconded by Commissioner Selvidge.

#### Motion Approved

There being no objection, a voice vote was taken, and the motion was approved (2–0).

## 7. Items for Discussion

### a. Replacement Passenger Terminal Updated Cost and Schedule

Staff introduced Mr. Roger Jacobs, Senior Program Manager of Jacobs Project Management Company who updated the Committee on a revised cost estimate and schedule for the Replacement Passenger Terminal Project.

### b. Replacement Passenger Terminal Financing Update; Cost Per Enplaned Passenger and General Airport Revenue Bonds

Due to time constraints, this item will be presented at the next regularly scheduled meeting of the Finance and Administration Committee.

## 8. Items for Information

### a. Committee Pending Items

Staff had no updates of future pending items to present to the Committee.

## **9. Adjournment**

There being no further business to discuss, the meeting was adjourned at 12:28 p.m.

*Approved on September 19, 2022*

**MINUTES OF THE REGULAR MEETING OF THE  
LEGAL, GOVERNMENT AND ENVIRONMENTAL AFFAIRS COMMITTEE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY**

**MONDAY, AUGUST 15, 2022**

A regular meeting of the Legal, Government and Environmental Affairs Committee was called to order on this date in the Burbank Room, 2627 N. Hollywood Way, Burbank, California, at 10:52 a.m., by Commissioner Williams.

**1. ROLL CALL**

**Present:** Commissioners Williams, Dyson and Najarian (via teleconference)

**Absent:** None

**Also Present:** Staff: Scott Kimball, Deputy Executive Director Business and Properties, Safety, Procurement, and Operations; Pamela Marcello, Senior Director, Government and Public Affairs; Maggie Martinez, Director, Noise and Environmental Affairs

Authority Counsel: Terence R. Boga of Richards, Watson & Gershon

**2. Staff Announcement: AB 23**

The Assistant Board Secretary announced that, as a result of the convening of this meeting of the Legal, Government and Environmental Affairs Committee, each Committee member in attendance is entitled to receive and shall be provided \$200.

**3. Approval of Agenda**

Commissioner Dyson moved approval of the agenda, seconded by Commissioner Najarian (via teleconference). There being no objection, a voice vote was taken to accommodate the Commissioner participating via teleconference. The motion was approved (3-0).

**4. Public Comment**

There were no public comments.

## **5. Approval of Minutes**

### **a. July 18, 2022**

Commissioner Dyson moved approval of the minutes of the July 18, 2022 meeting, seconded by Commissioner Najarian (via teleconference). There being no objection, a voice vote was taken to accommodate the Commissioner participating via teleconference. The motion was approved (3-0).

## **6. Items for Information**

### **a. Update – Sustainable Aviation Fuel Utilization**

Staff updated the Committee on sustainable aviation fuel utilization at Hollywood Burbank Airport along with California Assembly Bill AB 1322, which would direct the California Air Resources Board to develop and implement a plan to incentivize sustainable aviation fuel production and utilization in California.

### **b. Committee Pending Items**

Staff informed the Committee of future pending items that will come to the Committee for review.

## **7. Adjournment**

There being no further business, the meeting adjourned at 11:13 a.m.

**MINUTES OF THE REGULAR MEETING OF THE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY**

**MONDAY, SEPTEMBER 19, 2022**

A regular meeting of the Burbank-Glendale-Pasadena Airport Authority was called to order this date in the Airport Skyroom, 2627 N. Hollywood Way, Burbank, California, at 9:04 a.m., by Commissioner Gabel-Luddy.

**1. ROLL CALL**

**Present:** Commissioners Gabel-Luddy, Devine (via teleconference), Hampton (via teleconference), Ovrom, Selvidge (via teleconference), Dyson (via teleconference)

**Absent:** Commissioners Williams and Najarian

**Also Present:** Staff: John Hatanaka, Senior Deputy Executive Director; Kathy David, Deputy Executive Director, Finance and Administration, Patrick Lammerding, Deputy Executive Director Planning and Development; Anthony Defrenza, Director, Engineering; Ed Skvarna, Chief of Police, Director of Public Safety; Nerissa Sugars, Director, Marketing and Air Service; Tom Janowitz, Senior Manager, Ground Access

Also Present:  
Terence Boga, Esq., Authority General Counsel,  
Richards Watson Gershon

**2. PLEDGE OF ALLEGIANCE**

Ed Skvarna, Chief of Police, led the Pledge of Allegiance.

**3. APPROVAL OF AGENDA**

Staff requested that Item No. 8.a. be taken out of order. President Gabel-Luddy concurred.

**MOTION**

Commissioner Devine moved approval of the modified agenda; seconded by Commissioner Ovrom

**MOTION APPROVED**

There being no objection, a voice vote was taken to accommodate those participating via teleconference. The motion was approved (6–0, 2 absent).

AYES: Commissioners Gabel-Luddy, Devine (via teleconference), Hampton (via teleconference), Ovrom, Selvidge (via teleconference), Dyson (via teleconference)

NOES: NONE

ABSENT: Commissioners Williams, Najarian

#### **4. PUBLIC COMMENT**

Justin Dickerson, Studio City resident. Comments regarding Part 150 study.

#### **5. CONSENT CALENDAR**

Commissioner Ovrom requested that Item No. 5.h. be pulled from the Consent Calendar. Commissioner Dyson requested that Item No. 5.e. be pulled from the Consent Calendar. Both items were moved to Item No. 9 for the purpose of further discussion.

##### **a. Committee Minutes (For Note and File)**

###### **1) Executive Committee**

- |                            |   |
|----------------------------|---|
| <b>(i) August 10, 2022</b> | Approved minutes of the August 10, 2022, Executive Committee meeting were included in the agenda packet for information purposes. |
|----------------------------|---|

###### **2) Operations and Development Committee**

- |                          |  |
|--------------------------|--|
| <b>(i) July 18, 2022</b> | Approved minutes of the July 18, 2022, Operations and Development Committee meeting were included in the agenda packet for information purposes. |
|--------------------------|--|

###### **3) Finance and Administration Committee**

- |                          |  |
|--------------------------|--|
| <b>(i) July 18, 2022</b> | Approved minutes of the July 18, 2022, Finance and Administration Committee meeting were included in the agenda packet for information purposes. |
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###### **4) Legal, Government and Environmental Affairs Committee**

- |                          |   |
|--------------------------|---|
| <b>(i) July 18, 2022</b> | Approved minutes of the July 18, 2022, Legal, Government and Environmental Affairs Committee meeting were included in the agenda packet for information purposes. |
|--------------------------|---|

##### **b. Commission Minutes (For Approval)**

- |                           |  |
|---------------------------|--|
| <b>1) August 15, 2022</b> | A copy of the draft minutes of the August 15, 2022, Commission meeting were included in the agenda packet for review and approval. |
|---------------------------|--|

##### **c. Second Extension Option Airport Conveyance Equipment Services Agreement Elevators Etc., L.P.**

At its meeting on August 15, 2022, the Operations and Development Committee voted (3–0) to recommend that the Commission authorize the exercise of the second of two (2) one-year options for the Airport Conveyance Equipment Services Agreement with Elevators, Inc.

**d. Award of Contract  
HVAC System Compressor  
Replacement**

At the Operations and Development Committee meeting held immediately preceding the Commission meeting, the Committee voted unanimously (3–0) to recommend that the Commission award a contract in the amount of \$109,889 to ACCO Engineered Systems for the replacement of two (2) compressors and associated valves and piping of the Heating Ventilation and Air Conditioning system that provides cooling for Building 9.

**f. First Amendment to Aviation  
Hangar Lease  
Star Aviation, Inc.**

At its meeting on August 18, 2022, the Finance and Administration Committee voted (2–0) to recommend that the Commission approve a proposed First Amendment to the Aviation Hangar Lease with Star Aviation, Inc. extending the term of the Lease for an additional ten (10) years to October 31, 2032, for Hangar 22 located in the northwest quadrant of the Airport.

**g. First Amendment to Ground  
Lease  
Vehicle Effects, Inc.**

At its meeting on August 18, 2022, the Finance and Administration Committee voted (2–0) to recommend that the Commission approve a proposed First Amendment to the Ground Lease with Vehicle Effects, Inc. extending the term of the Lease from a month-to-month basis to three (3) years expiring on September 30, 2025, for a 5,000 square foot lot located on the northwest quadrant of the Airport.

**MOTION**

Commissioner Ovrom moved approval of the Consent Calendar; seconded by Commissioner Dyson.

**MOTION APPROVED**

There being no objection, a voice vote was taken to accommodate those participating via teleconference. The motion was approved (6–0, 2 absent).

AYES: Commissioners Gabel-Luddy, Devine (via teleconference), Hampton (via teleconference), Ovrom, Selvidge (via teleconference), Dyson (via teleconference)

NOES: NONE

ABSENT: Commissioners Williams, Najarian

**8. ITEMS FOR COMMISSION INFORMATION**

**a. Airport Police Department Life  
Saving Award**

Airport Police Chief and Director of Public Safety Edward Skvarna bestowed the Airport Police Lifesaving Award to Officers Mark Morimoto, Dennis Patton and Keith Soboleski for their response following a distress call from a driver that entered the Airport roadway with

a non-responsive male (driver's son) in the back seat of her vehicle on August 16, 2022.

## 6. ITEMS FOR COMMISSION APPROVAL

**a. Determination Regarding Return to In-Person Meetings and AB 361 Findings for Special Brown Act Requirements for Teleconference Meetings**

Staff requested that the Commission provide direction on the return to in-person Commission and Committee meetings at the Airport. Additionally, the Commission was tasked with determining findings as specified in statute AB 361 (2021) for special Brown Act requirements for teleconference meetings.

The Commission discussed whether the Authority should be able to utilize that statute's teleconference meeting flexibility for another thirty (30) days. They also discussed the possibility for the public to attend the meetings in-person.

**MOTION**

Commissioner Selvidge moved approval to extend teleconference meeting flexibility for thirty (30) days and the possibility for the public to attend meetings in-person; seconded by Commissioner Devine.

**MOTION APPROVED**

A voice vote was taken to accommodate those participating via teleconference. The motion was approved (4–1, 3 absent).

AYES: Commissioners Gabel-Luddy, Devine (via teleconference), Hampton (via teleconference), Ovrom

NOES: Commissioner Dyson

ABSENT: Commissioners Selvidge, Williams, Najarian

Commissioner Ovrom requested clarification from Staff on a procedural issue.

Authority Council notified the Commission that the vote taken for Item 6.a. was incomplete since the member of the Commission who had moved the item but was participating via Zoom conference had lost connection on the call. Therefore, Commissioner Gabel-Luddy requested this item to be moved to be revoted before Item No. 11.

## 7. ITEMS FOR COMMISSION DISCUSSION

**a. Fiscal Year 2022 Financial Update**

Staff presented to the Commission a financial update for FY 2022.

## 8. ITEMS FOR COMMISSION INFORMATION (continued)

- |  |  |
|--|--|
| <b>b. Airport Award Announcement</b>                   | Staff shared with the Commission that Hollywood Burbank Airport once again earned the recognition by the readers of the Los Angeles Daily News as the “Best Airport in Los Angeles.” |
| <b>c. July 2022 Passenger and Air Cargo Statistics</b> | Staff presented an update on the July 2022 Passenger and Air Cargo statistics.   |
| <b>d. July 2022 Ground Transportation Statistics</b>   | Staff presented an update on the July 2022 Ground Transportation statistics.   |
| <b>e. July 2022 Parking Revenue Statistics</b>         | Staff presented an update on the July 2022 Parking Revenue statistics.   |

## 6. ITEMS FOR COMMISSION APPROVAL (Revisited)

- |   |  |
|---|--|
| <b>a. Determination Regarding Return to In-Person Meetings and AB 361 Findings for Special Brown Act Requirements for Teleconference Meetings</b> | Commissioner Gabel-Luddy requested a reconsideration to the prior motion on this Item. |
|---|--|

### **MOTION**

Commissioner Dyson moved the reconsideration of the item; seconded by Commissioner Devine.

### **MOTION APPROVED**

A voice vote was taken to accommodate those participating via teleconference. The motion was approved (6-0, 2 absent)

AYES: Commissioners Gabel-Luddy, Devine (via teleconference), Hampton (via teleconference), Ovrom, Selvidge (via teleconference), Dyson (via teleconference)

NOES: NONE

ABSENT: Commissioner Williams, Najarian

### **MOTION**

Commissioner Selvidge moved approval to extend teleconference meeting flexibility for thirty (30) days and the possibility for the public to attend meetings in-person; seconded by Commissioner Devine.

### **MOTION APPROVED**

A voice vote was taken to accommodate those participating via teleconference. The motion was approved (5-1, 2 absent)

AYES: Commissioners Gabel-Luddy, Devine (via teleconference), Hampton (via teleconference), Ovrom, Selvidge (via teleconference)

NOES: Commissioner Dyson

ABSENT: Commissioner Williams, Najarian

## 9. ITEMS PULLED FROM CONSENT CALENDAR

### 5.h. Replacement Passenger Terminal Program Manager Jacobs Project Management Company – Task Order Authorization

At its meeting on September 7, 2022, the Executive Committee voted unanimously (3–0) to recommend that the Commission approve Task Order #2 in the amount of \$1,463,249.51 with Jacobs Project Management Co. for program management services for the Replacement Passenger Terminal project.

#### MOTION

Commissioner Devine moved approval; seconded by Commissioner Hampton.

#### MOTION APPROVED

A voice vote was taken to accommodate those participating via teleconference. The motion was approved (6-0, 2 absent)

AYES: Commissioners Gabel-Luddy, Devine (via teleconference), Hampton (via teleconference), Ovrom, Selvidge (via teleconference), Dyson (via teleconference)

NOES: NONE

ABSENT: Commissioner Williams, Najarian

### 5.e. Safety Management System Part 139 Software Program

At its meeting held on August 15, 2022, the Operations and Development Committee voted (3–0) to recommend that the Commission award a contract to AeroSimple LLC for the acquisition of a Safety Management System and Federal Aviation Regulations Part 139 software program in an amount not-to-exceed \$153,500 over a five-year period. This item had previously been presented to the Committee at its July 18, 2022, meeting but was returned to the Committee after further information was requested.

AeroSimple, LLC utilizes data security requirements operating on the Amazon Web Service platform using Amazon Cloud Service technology.

Commissioner Dyson was concerned about the possibility of outsourcing jobs since it appears that the physical location of the company is an offshore company. Staff clarified that the company has offices located in the United States.

#### MOTION

Commissioner Devine moved approval; seconded by Commissioner Hampton.

– 6 –

**MOTION APPROVED**

A voice vote was taken to accommodate those participating via teleconference. The motion was approved (5-1, 2 absent)

AYES: Commissioners Gabel-Luddy, Devine (via teleconference), Hampton (via teleconference), Ovrom, Selvidge (via teleconference)

NOES: Commissioner Dyson

ABSENT: Commissioner Williams, Najarian

**6. EXECUTIVE DIRECTOR COMMENTS**

Staff informed the Commission of a COVID Vaccination Clinic located on-site at the Airport with the availability to offer vaccinations with and without reservations. The clinic is in operation M-T-Th-F, 9:00 a.m. – 2:00 p.m. and is available to passengers, employees, and the general public. Free parking will be available in Lot G for a 2-hour period. Masks are required.

The Executive Director, Commissioner Najarian and staff attended the ACI-NA Conference in Minneapolis, MN.

Airport staff met with the CEO of Metropolitan Transportation Authority to discuss the Bipartisan Infrastructure Law and the Airport's eligibility for Transportation Infrastructure Finance and Innovation Act (TIFIA) loans.

**7. COMMISSIONER COMMENTS**

**(Commissioners may make a brief announcement, make a brief report on their activities, and request an agenda item for a future meeting)**

There were no Commissioner comments.

**8. ADJOURNMENT**

The meeting was adjourned at 10:48 a.m.

**MOTION**

Commissioner Ovrom moved to adjourn, seconded by Commissioner Devine.

**MOTION APPROVED**

A voice vote was taken to accommodate those participating via teleconference. The motion was approved (6-0, 2 absent)

AYES: Commissioners Gabel-Luddy, Devine (via teleconference), Hampton (via teleconference), Ovrom, Selvidge (via teleconference), Dyson (via teleconference)

NOES: NONE

ABSENT: Commissioner Williams, Najarian

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Emily Gabel-Luddy, President

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Date

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Ara Najarian, Secretary

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Date



October 3, 2022

Burbank-Glendale-Pasadena Airport Authority  
2627 Hollywood Way  
Burbank, CA 91505

Dear Commissioners:

The attached report, covering the month of June 2022, fulfills the legal requirements of the California Code and our Investment Policy. Based on projected income and expenses, as well as investment liquidity, there will be sufficient funds available to meet the needs of the Airport Authority for the six-month period following the date of the attached report.

Sincerely,

[To be signed]

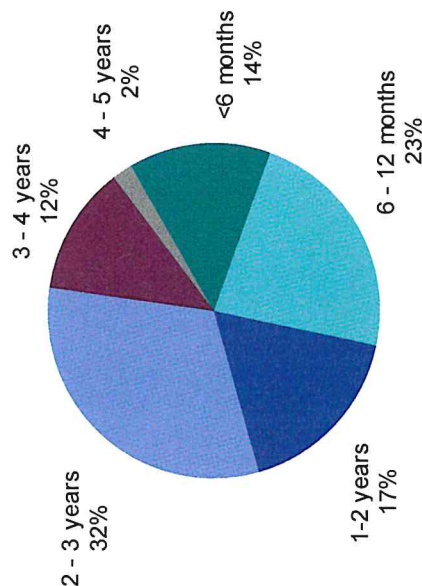
Ara Najarian  
Interim Treasurer

Attachments

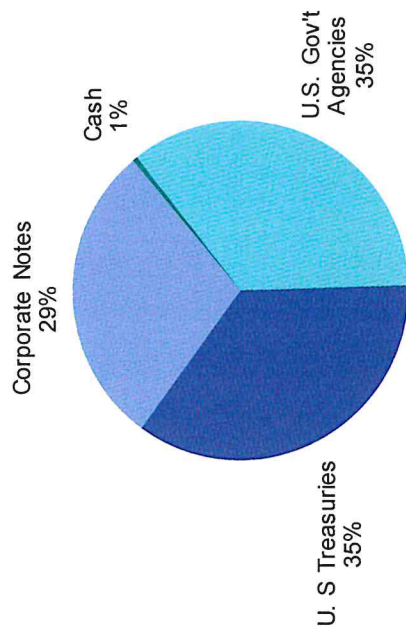
# Operating Portfolio Investment Guidelines Conformance as of June 30, 2022

	Legal Max Maturity	Actual Max Maturity	Policy Maximum	Policy Actual
U.S. Gov Agencies	5 Years	4.45 Years	70%	35%
Corporate Notes	5 Years	3.62 Years	30%	29%
LAIF	N/A	N/A	\$20 mil	N/A
Bankers Acceptances	6 Months	N/A	15%	N/A
Negotiable Certificates of Deposit	5 Years	N/A	15%	N/A
Non-Negotiable Certificates of Deposit	5 Years	N/A	15%	N/A
Commercial Paper	270 Days	N/A	15%	N/A
Repurchase Agreements	1 Year	N/A	10%	N/A
Money Market Fund	N/A	N/A	15%	1%
U.S. Gov Securities (Treasuries)	5 Years	3.00 Years	No Limit	35%

## Maturity Distribution



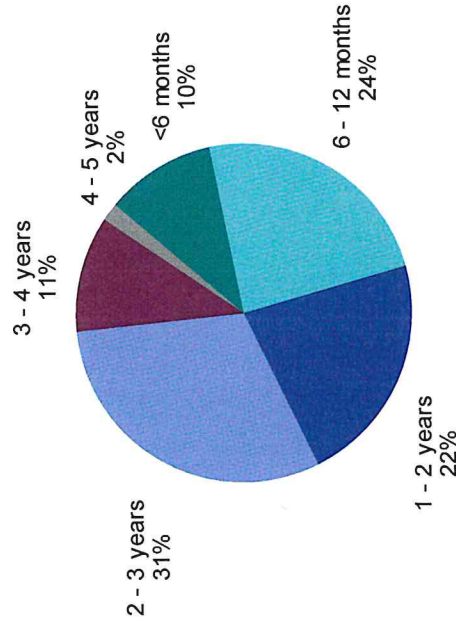
## Sector Allocation



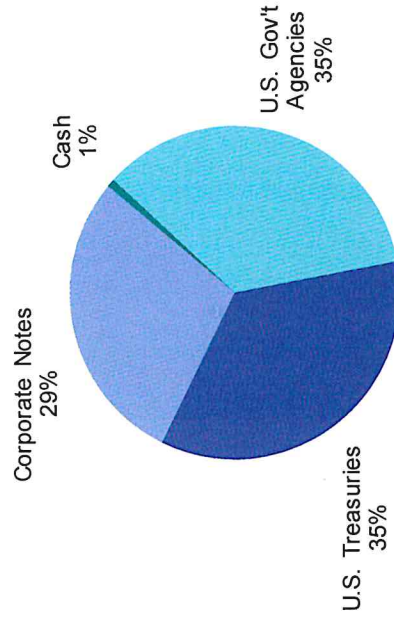
# PFC Portfolio Investment Guidelines Conformance as of June 30, 2022

	Legal Max Maturity	Actual Max Maturity	Policy Maximum	Policy Actual
U.S. Gov Agencies	5 Years	4.45 Years	70%	35%
Corporate Notes	5 Years	3.62 Years	30%	29%
LAIF	N/A	N/A	\$20 mil	N/A
Bankers Acceptances	6 Months	N/A	15%	N/A
Negotiable Certificates of Deposit	5 Years	N/A	15%	N/A
Non-Negotiable Certificates of Deposit	5 Years	N/A	15%	N/A
Commercial Paper	270 Days	N/A	15%	N/A
Repurchase Agreements	1 Year	N/A	10%	N/A
Money Market Fund	N/A	N/A	15%	1%
U.S. Gov Securities (Treasuries)	5 Years	3.00 Years	No Limit	35%

## Maturity Distribution



## Sector Allocation



**Burbank-Glendale-Pasadena Airport Authority - Operating Account**  
**Statement of Investments**  
**As of 06/30/22**

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Eff. Mat. Date	Par Value	Purchase Cost	Market Value	Unrealized Gain/Loss	YTM	Days to Eff. Mat.	% Mkt Value
06/30/22	Columbia Treasury Reserves	097101307	0.000	06/30/22	06/30/22	\$ 1,173,315	\$ 1,173,315	\$ 1,173,315	\$ -	1.70%	0	0.48%
08/01/17	Treasury Note	912828XQ8	2.000	07/31/22	07/31/22	9,850,000	9,706,987	9,852,660	145,773	1.67%	31	3.99%
02/16/22	Chevron Corp	166764BU3	1.280	05/11/23	08/11/22	1,700,000	1,715,045	1,700,323	(14,722)	3.08%	42	0.69%
11/01/19	Procter & Gamble Company	742718EU9	2.150	08/11/22	08/11/22	1,275,000	1,290,912	1,275,153	(15,759)	2.03%	42	0.52%
02/24/22	3M	88579YBE0	0.690	02/14/24	08/14/22	1,625,000	1,628,055	1,615,006	(13,049)	2.95%	45	0.65%
03/03/22	Truist Financial Corp	89788MAF9	0.300	06/09/25	08/31/22	2,000,000	1,991,167	1,938,120	(53,047)	3.12%	62	0.78%
01/09/19	John Deere Capital Corp	24422ETV1	2.150	09/08/22	09/08/22	1,600,000	1,561,718	1,598,688	36,970	2.57%	70	0.65%
05/18/18	Merck & Co Inc	589331AT4	2.400	09/15/22	09/15/22	1,500,000	1,448,385	1,498,995	50,610	2.70%	77	0.61%
09/25/17	National Rural Utilities Coop	63743HEQ1	2.300	09/15/22	09/15/22	1,000,000	995,980	997,460	1,480	3.50%	77	0.40%
10/03/17	Treasury Note	912828ZW9	1.875	09/30/22	09/30/22	9,125,000	9,098,667	9,124,635	25,968	1.88%	92	3.69%
09/12/19	FNMA	3135G0T78	2.000	10/05/22	10/05/22	4,500,000	4,543,965	4,494,690	(49,275)	2.44%	97	1.82%
07/25/18	Bank of America Corp	06051GEU9	3.300	01/11/23	01/11/23	2,200,000	2,203,493	2,206,556	3,063	2.73%	195	0.89%
09/26/18	Federal National Mortgage Association	3135G0T94	2.375	01/19/23	01/19/23	4,800,000	4,919,052	4,791,936	(127,116)	2.68%	203	1.94%
03/20/19	JP Morgan Chase & CO	46625HJH4	3.200	01/25/23	01/25/23	2,225,000	2,257,348	2,229,428	(27,920)	2.94%	209	0.90%
10/31/19	Treasury Note	9128283U2	2.375	01/31/23	01/31/23	4,200,000	4,309,594	4,194,582	(115,012)	2.60%	215	1.70%
03/18/19	Unitedhealth Group Inc	91324PBZ4	2.750	02/15/23	02/15/23	1,500,000	1,508,738	1,494,705	(14,033)	3.32%	230	0.61%
04/05/22	Federal Home Loan Banks	3130AJTE3	1.380	02/17/23	02/17/23	8,900,000	8,870,870	8,825,685	(45,185)	2.72%	232	3.57%
10/02/19	Pepsico Inc	713448CG1	2.750	03/01/23	03/01/23	1,300,000	1,344,486	1,300,676	(43,810)	2.67%	244	0.53%
05/02/22	Treasury Note	912828ZD5	0.500	03/15/23	03/15/23	5,000,000	4,936,914	4,921,700	(15,214)	2.74%	258	1.99%
12/03/19	Treasury Note	9128284L1	2.750	04/30/23	04/30/23	6,850,000	7,104,980	6,842,260	(262,720)	2.89%	304	2.77%
11/03/20	Loews Corporation	540424AQ1	2.625	05/15/23	05/15/23	1,700,000	1,775,550	1,694,050	(81,500)	3.06%	319	0.69%
06/06/19	Public Service Electric And Gas	74456QBC9	2.375	05/15/23	05/15/23	1,125,000	1,125,878	1,112,918	(12,960)	3.63%	319	0.45%
05/02/22	Treasury Note	912828ZP8	0.130	05/15/23	05/15/23	5,000,000	4,896,289	4,881,250	(15,039)	2.89%	319	1.98%
02/04/19	Simon Property Group LP	828807DD6	2.750	06/01/23	06/01/23	1,250,000	1,234,086	1,237,725	3,639	3.85%	336	0.50%
05/05/20	Federal Home Loan Mortgage Corp	3137EAEN5	2.750	06/19/23	06/19/23	6,250,000	6,718,056	6,232,250	(485,806)	3.05%	354	2.52%
03/14/22	FNMA	3135G05G4	0.250	07/10/23	07/10/23	4,000,000	3,929,320	3,885,320	(44,000)	3.11%	375	1.57%
01/31/22	Treasury Note	91282CCN9	0.130	07/31/23	07/31/23	4,500,000	4,432,793	4,365,360	(67,433)	2.95%	396	1.77%
01/21/20	FNMA	3135G0U43	2.875	09/12/23	09/12/23	5,050,000	5,296,103	5,049,546	(246,557)	2.88%	439	2.04%
07/31/19	Treasury Note	9128285D8	2.875	09/30/23	09/30/23	6,775,000	7,065,870	6,767,615	(298,255)	2.96%	457	2.74%
03/16/20	Treasury Note	9128285P1	2.875	11/30/23	11/30/23	3,200,000	3,479,090	3,195,744	(283,346)	2.97%	518	1.29%
03/20/19	Citibank NA	17325FAS7	3.650	01/23/24	01/23/24	2,000,000	2,074,053	2,007,960	(66,093)	3.42%	572	0.81%
03/26/21	IBM Corp	459200HU8	3.625	02/12/24	02/12/24	1,650,000	1,783,935	1,654,703	(129,232)	3.44%	592	0.67%
12/10/21	Treasury Note	91282CBM2	0.130	02/15/24	02/15/24	1,725,000	1,702,562	1,647,910	(54,652)	2.96%	595	0.67%
04/10/21	MetLife Inc	59156RBH0	3.600	04/10/24	04/10/24	1,750,000	1,897,945	1,754,672	(143,273)	3.44%	650	0.71%
06/22/20	Comcast Corporation	2003NCR0	3.700	04/15/24	04/15/24	1,700,000	1,873,553	1,705,066	(168,487)	3.52%	655	0.69%

**Burbank-Glendale-Pasadena Airport Authority - Operating Account**  
**Statement of Investments**  
**As of 06/30/22**

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Eff. Mat. Date	Par Value	Purchase Cost	Market Value	Unrealized Gain/Loss	YTM	Days to Eff. Mat.	% Mkt Value
03/16/21	Bank of New York Mellon Corp	06406HCV9	3.400	05/15/24	05/15/24	1,900,000	2,044,650	1,897,397	(147,253)	3.47%	685	0.77%
01/18/22	Target Corporation	87612EBD7	3.500	07/01/24	07/01/24	1,650,000	1,732,850	1,654,752	(78,098)	3.35%	732	0.67%
11/03/20	Bristol-Myers Squibb Co	110122CM8	2.900	07/26/24	07/26/24	1,800,000	1,928,530	1,784,124	(144,406)	3.34%	757	0.72%
10/31/19	Honeywell International Inc	438516BW5	2.300	08/15/24	08/15/24	1,600,000	1,646,699	1,571,504	(75,195)	3.17%	777	0.64%
06/30/21	Treasury Note	9128282U3	1.875	08/31/24	08/31/24	13,000,000	13,567,227	12,691,250	(875,977)	3.01%	793	5.14%
05/20/21	United Parcel Service INC	911312BT2	2.200	09/01/24	09/01/24	1,471,000	1,542,175	1,435,740	(106,435)	3.35%	794	0.58%
02/12/21	PNC Bank NA	69353REF1	3.300	10/30/24	10/30/24	1,725,000	1,877,908	1,710,027	(167,881)	3.69%	853	0.69%
01/27/22	FHLB	3130A3GE8	2.750	12/13/24	12/13/24	2,200,000	2,281,046	2,179,672	(101,374)	3.14%	897	0.88%
01/27/22	Treasury Note	91282CDN8	1.000	12/15/24	12/15/24	2,000,000	1,977,266	1,904,380	(72,886)	3.03%	899	0.77%
06/25/20	Wisconsin Electric Power Company	976666CL0	2.050	12/15/24	12/15/24	1,350,000	1,421,717	1,300,509	(121,208)	3.62%	899	0.53%
01/06/22	FFCB	3133ENKS8	1.130	01/06/25	01/06/25	1,540,000	1,536,535	1,469,530	(67,005)	3.03%	921	0.59%
12/10/21	Federal National Mortgage Association	3135G0X24	1.630	01/07/25	01/07/25	1,500,000	1,527,600	1,448,505	(79,095)	3.05%	922	0.59%
05/11/22	Apple Inc	03783DF4	2.750	01/13/25	01/13/25	1,700,000	1,691,920	1,681,249	(10,671)	3.21%	928	0.68%
03/29/21	US Bank NA/Cincinnati OH	90331HPL1	2.050	01/21/25	01/21/25	2,000,000	2,069,895	1,918,480	(151,415)	3.73%	936	0.78%
10/01/20	FHLMC Reference Note	3137EAE0	1.500	02/12/25	02/12/25	7,000,000	7,082,816	6,729,030	(353,786)	3.05%	958	2.72%
03/04/22	FFCB	3133ENPY0	1.750	02/25/25	02/25/25	1,750,000	1,753,833	1,688,995	(64,838)	3.13%	971	0.68%
12/22/20	Exxon Mobil Corp	30231GAF9	2.709	03/06/25	03/06/25	1,650,000	1,767,200	1,616,887	(150,513)	3.50%	980	0.65%
08/05/20	FHLB	3130A4CH3	2.380	03/14/25	03/14/25	250,000	273,060	245,060	(28,000)	3.14%	988	0.10%
08/05/20	Ace InA Holdings Inc	00440EAS6	3.150	03/15/25	03/15/25	1,775,000	1,952,639	1,742,251	(210,388)	3.87%	989	0.71%
05/12/20	Intel Corp	458140BP4	3.400	03/25/25	03/25/25	1,000,000	1,106,180	997,790	(108,390)	3.49%	999	0.40%
09/30/21	Treasury Note	912828ZF0	0.050	03/31/25	03/31/25	2,300,000	2,287,242	2,146,360	(140,882)	3.05%	1005	0.87%
05/05/20	Florida Power & Light Company	341081FZ5	2.850	04/01/25	04/01/25	1,000,000	1,086,930	983,690	(103,240)	3.52%	1006	0.40%
02/12/21	General Dynamics Corporation	369550BK3	3.250	04/01/25	04/01/25	250,000	274,895	247,933	(26,962)	3.57%	1006	0.10%
09/28/20	Federal Home Loan Banks	3130AJHU6	0.500	04/14/25	04/14/25	7,000,000	7,032,434	6,527,850	(504,584)	3.04%	1019	2.64%
05/04/22	Home Depot Inc	437076CM2	2.700	04/15/25	04/15/25	1,400,000	1,379,294	1,374,282	(5,012)	3.39%	1020	0.56%
12/01/21	FNMA	3135G03U5	0.630	04/22/25	04/22/25	8,350,000	8,251,387	7,806,833	(444,554)	3.06%	1027	3.16%
06/06/22	Caterpillar Financial Services	14913R2V8	3.400	05/13/25	05/13/25	1,600,000	1,606,143	1,596,624	(9,519)	3.48%	1048	0.65%
05/11/21	General Dynamics Corporation	369550BG2	3.500	05/15/25	05/15/25	1,200,000	1,319,565	1,196,820	(122,745)	3.60%	1050	0.48%
02/10/22	Qualcomm Incorporated	747525AF0	3.450	05/20/25	05/20/25	1,500,000	1,556,295	1,499,085	(57,210)	3.47%	1055	0.61%
12/15/21	Pfizer Inc	717081EZ7	0.800	05/28/25	05/28/25	1,900,000	1,865,884	1,771,541	(94,343)	3.25%	1063	0.72%
06/15/22	Cisco Systems Inc	17275RAW2	3.500	06/15/25	06/15/25	1,200,000	1,192,812	1,207,224	14,412	3.28%	1081	0.49%
08/05/20	Treasury Note	912828ZW3	0.250	06/30/25	06/30/25	9,000,000	8,958,043	8,285,670	(672,373)	3.04%	1096	3.35%
11/19/20	Intel Corp	458140AS9	3.700	07/29/25	07/29/25	625,000	690,233	628,094	(62,139)	3.53%	1125	0.25%
09/24/20	State Street Corporation	857477AT0	3.550	08/18/25	08/18/25	1,900,000	2,128,366	1,890,462	(237,904)	3.72%	1145	0.77%
09/25/20	FNMA Benchmark Note	3135G05X7	0.375	08/25/25	08/25/25	3,500,000	3,493,349	3,215,450	(277,899)	3.10%	1152	1.30%

Burbank-Glendale-Pasadena Airport Authority - Operating Account												
Statement of Investments												
As of 06/30/22												
Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Eff. Mat. Date	Par Value	Purchase Cost	Market Value	Unrealized Gain/Loss	YTM	Days to Eff. Mat.	% Mkt Value
06/14/22	Burlington Northern Santa Fe LLC	12189LAY7	3.650	09/01/25	09/01/25	1,275,000	1,263,601	1,280,814	17,213	3.50%	1159	0.52%
11/17/20	FNMA Benchmark Note	3135G06G3	0.500	11/07/25	11/07/25	12,000,000	11,848,979	11,014,560	(834,419)	3.10%	1226	4.46%
06/30/21	Lockheed Martin Corporation	539830BH1	3.550	01/15/26	01/15/26	894,000	962,017	895,520	(66,497)	3.50%	1295	0.36%
08/30/21	Prudential Financial Inc	74432QCH6	1.500	03/10/26	03/10/26	1,875,000	1,899,596	1,721,269	(178,327)	3.90%	1349	0.70%
11/29/21	Sierra Pacific Power	826418BM6	2.600	05/01/26	05/01/26	1,350,000	1,410,319	1,284,458	(125,861)	3.98%	1401	0.52%
09/13/21	FHLB	3130A8XY4	1.880	09/11/26	09/11/26	1,000,000	1,051,760	947,850	(103,910)	3.21%	1534	0.38%
01/13/22	FHLB	3130A9YY1	2.130	12/11/26	12/11/26	3,800,000	3,910,845	3,630,368	(280,477)	3.21%	1625	1.47%
	Subtotal					\$233,778,315	\$238,146,389	\$228,088,351	\$ (10,058,038)	2.96%	628	92.35%
	Local Agency Investment Fund (LAIF)					19,117,973	19,117,973	18,902,180	(215,793)	0.86%	311	7.65%
	Subtotal					\$252,896,288	\$257,264,362	\$246,990,531	\$ (10,273,831)	2.80%	604	100.00%
	Operating Bank Balance						10,110,339					
	TOTAL						\$267,374,701					

**Burbank-Glendale-Pasadena Airport Authority - Operating Account**  
**Statement of Purchases - Maturities - Sales**  
**As of 06/30/22**

**PURCHASES**

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Par Value	Purchase Price	Purchase Cost	Prepaid Interest
06/06/22	Caterpillar Financial Services	14913R2V8	3.400	05/13/25	810,000.00	100.30000	\$ 812,430.00	\$ (1,912.50)
06/07/22	Caterpillar Financial Services	14913R2V8	3.400	05/13/25	790,000.00	100.47000	793,713.00	(1,939.89)
06/14/22	Burlington Northern Santa Fe LLC	12189LAY7	3.650	09/01/25	1,275,000.00	99.10600	1,263,601.50	(13,573.44)
06/15/22	Caterpillar Financial Services	14913R2V8	3.400	05/13/25	1,200,000.00	99.40100	1,192,812.00	(233.33)
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
<b>TOTAL PURCHASES</b>					<b>\$ 4,075,000.00</b>		<b>\$ 4,062,556.50</b>	<b>\$ (17,659.16)</b>

**MATURITIES**

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Par Value	Purchase Price	Purchase Cost	Gain / (Loss)
09/25/17	Caterpillar Financial Services	14913QAA7	2.400	06/06/22	\$ 1,500,000.00	100.25793	\$ 1,503,868.90	\$ (3,868.90)
02/15/19	Cisco Systems Inc	17275RAV4	3.000	06/15/22	1,200,000.00	100.86800	1,210,416.00	(10,416.00)
						-	-	-
						-	-	-
						-	-	-
<b>TOTAL MATURITIES</b>					<b>\$ 2,700,000.00</b>		<b>\$ 2,714,284.90</b>	<b>\$ (14,284.90)</b>

**SALES / REDEMPTIONS**

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Sale Date	Par Value	Sale Price	Sale Amount	Purchase Cost	Gain / (Loss)
02/15/19	Burlington Northern Santa Fe LLC	12189LAL5	3.050	09/01/22	06/13/22	\$ 1,200,000.00	100.00000	\$ 1,200,000.00	\$ 1,211,382.00	\$ (11,382.00)
06/30/21	Lockheed Martin Corporation	539830BH1	3.550	01/15/26	05/11/22	(681,000.00)	102.17806	(695,832.59)	(783,805.69)	87,973.10
06/30/21	Lockheed Martin Corporation	539830BH1	3.550	01/15/26	05/11/22	681,000.00	102.17806	695,832.59	753,805.69	(57,973.10)
<b>TOTAL SALES</b>						<b>\$ 1,200,000.00</b>		<b>\$ 1,200,000.00</b>	<b>\$ 1,181,382.00</b>	<b>\$ 18,618.00</b>

**Burbank-Glendale-Pasadena Airport Authority - Operating Account**  
**Earnings Report**  
**06/01/22-06/30/22**

Type of Investment	Coupon	Maturity Date	Previous Accrual	Realized Interest For Period	Interest Paid At Purc/Recv	Current Accrual	Interest Earned	Amrt/Accrt For Period	Adjusted Total Int. Earned
<b>FIXED INCOME</b>									
Caterpillar Financial Services	2.400	06/06/22	17,500.00	18,000.00	-	-	500.00	-	500.00
Cisco Systems Inc	3.000	06/15/22	16,600.00	18,000.00	-	-	1,400.00	-	1,400.00
Burlington Northern Santa Fe LLC	3.050	09/01/22	9,150.00	10,370.00	-	-	1,220.00	-	1,220.00
Treasury Note	2.000	07/31/22	65,848.07	-	-	82,174.03	16,325.96	3,646.19	19,972.15
Procter & Gamble Company	2.150	08/11/22	8,376.04	-	-	10,660.42	2,284.38	(479.28)	1,805.10
John Deere Capital Corp	2.150	09/08/22	7,931.11	-	-	10,797.78	2,866.67	680.54	3,547.21
Merck & Co Inc	2.400	09/15/22	7,600.00	-	-	10,600.00	3,000.00	716.93	3,716.93
National Rural Utilities Coop	2.300	09/15/22	4,855.56	-	-	6,772.22	1,916.66	68.69	1,985.35
Treasury Note	1.875	09/30/22	28,983.09	-	-	43,007.17	14,024.08	481.44	14,505.52
FNMA	2.000	10/05/22	14,000.00	-	-	21,500.00	7,500.00	(1,196.87)	6,303.13
Bank of America Corp	3.300	01/11/23	28,233.33	-	-	34,283.33	6,050.00	(850.22)	5,199.78
Federal National Mortgage Association	2.375	01/19/23	41,800.00	-	-	51,300.00	9,500.00	(3,063.13)	6,436.87
JP Morgan Chase & CO	3.200	01/25/23	24,920.00	-	-	30,853.33	5,933.33	(1,301.59)	4,631.74
Treasury Note	2.375	01/31/23	33,341.85	-	-	41,608.43	8,266.58	(2,769.85)	5,496.73
Unitedhealth Group Inc	2.750	02/15/23	12,145.83	-	-	15,583.33	3,437.50	(359.23)	3,078.27
Federal Home Loan Banks	1.380	02/17/23	35,352.78	-	-	45,550.69	10,197.91	2,809.94	13,007.85
Pepsico Inc	2.750	03/01/23	8,937.50	-	-	11,916.67	2,979.17	(1,087.68)	1,891.49
Treasury Note	0.500	03/15/23	5,298.91	-	-	7,336.96	2,038.05	5,989.17	8,027.22
Treasury Note	2.750	04/30/23	16,380.43	-	-	31,737.09	15,356.66	(6,263.03)	9,093.63
Chevron Corp	1.280	05/11/23	2,279.42	-	-	5,535.72	3,256.30	(1,009.73)	2,246.57
Loews Corporation	2.625	05/15/23	1,983.33	-	-	5,702.08	3,718.75	(2,536.83)	1,181.92
Public Service Electric And Gas	2.375	05/15/23	1,187.50	-	-	3,414.06	2,226.56	(17.34)	2,209.22
Treasury Note	0.130	05/15/23	288.72	-	-	798.23	509.51	8,252.86	8,762.37
Simon Property Group LP	2.750	06/01/23	-	-	-	2,864.58	2,864.58	286.83	3,151.41
Federal Home Loan Mortgage Corp	2.750	06/19/23	77,343.75	85,937.50	-	5,729.17	14,322.92	(12,503.73)	1,819.19
FNMA	0.250	07/10/23	3,916.67	-	-	4,750.00	833.33	4,464.00	5,297.33
Treasury Note	0.130	07/31/23	1,880.18	-	-	2,346.34	466.16	3,822.22	4,288.38
FNMA	2.875	09/12/23	31,860.59	-	-	43,959.55	12,098.96	(5,735.95)	6,363.01
Treasury Note	2.875	09/30/23	32,995.73	-	-	48,961.41	15,965.68	(6,011.91)	9,953.77
Treasury Note	2.875	11/30/23	251.37	-	-	7,792.35	7,540.98	(6,296.95)	1,244.03
Citibank NA	3.650	01/23/24	25,955.56	-	-	32,038.89	6,083.33	(51,686.95)	(45,603.62)
IBM Corp	3.625	02/12/24	18,109.90	-	-	23,094.27	4,984.37	(4,029.71)	954.66
3M	0.690	02/14/24	1,235.93	-	-	3,553.30	2,317.37	(142.98)	2,174.39
Treasury Note	0.130	02/15/24	631.39	-	-	810.08	178.69	847.80	1,026.49

Burbank-Glendale-Pasadena Airport Authority - Operating Account Earnings Report 06/01/22-06/30/22										
Type of Investment	Coupon	Maturity Date	Previous Accrual	Realized Interest For Period	Interest Paid At Purc/Recv	Current Accrual	Interest Earned	Amrt/Accrt For Period	Adjusted Total Int. Earned	
Mellife Inc	3.600	04/10/24	8,925.00	-	-	14,175.00	5,250.00	(4,306.21)	943.79	
Comcast Corporation	3.700	04/15/24	8,037.22	-	-	13,278.89	5,241.67	(3,997.51)	1,244.16	
Bank of New York Mellon Corp	3.400	05/15/24	2,871.11	-	-	8,254.44	5,383.33	(4,015.60)	1,367.73	
Target Corporation	3.500	07/01/24	24,062.50	28,875.00	-	-	4,812.50	(2,829.54)	1,982.96	
Bristol-Myers Squibb Co	2.900	07/26/24	18,125.00	-	-	22,475.00	4,350.00	(2,990.28)	1,359.72	
Honeywell International Inc	2.300	08/15/24	10,835.56	-	-	13,902.22	3,066.66	(920.81)	2,145.85	
Treasury Note	1.875	08/31/24	61,599.86	-	-	81,470.79	19,870.93	(14,707.69)	5,163.24	
United Parcel Service INC	2.200	09/01/24	8,090.50	-	-	10,787.33	2,696.83	(1,963.41)	733.42	
PNC Bank NA	3.300	10/30/24	4,901.88	-	-	9,645.63	4,743.75	(3,620.47)	1,123.28	
FHLB	2.750	12/13/24	28,233.33	30,250.00	-	3,025.00	5,041.67	(2,349.15)	2,692.52	
Treasury Note	1.000	12/15/24	9,230.77	10,000.00	-	874.32	1,643.55	648.32	2,291.87	
Wisconsin Electric Power Company	2.050	12/15/24	12,761.25	13,837.50	-	1,230.00	2,306.25	(1,438.00)	868.25	
FFCB	1.130	01/06/25	6,737.50	-	-	8,181.25	1,443.75	96.70	1,540.45	
Federal National Mortgage Association	1.630	01/07/25	9,750.00	-	-	11,781.25	2,031.25	(750.00)	1,281.25	
Apple Inc	2.750	01/13/25	17,920.83	-	-	21,816.67	3,895.84	252.50	4,148.34	
US Bank NA/Cincinnati OH	2.050	01/21/25	14,805.56	-	-	18,222.22	3,416.66	(1,582.58)	1,834.08	
FHLMC Reference Note	1.500	02/12/25	31,791.67	-	-	40,541.67	8,750.00	(2,042.08)	6,707.92	
FFCB	1.750	02/25/25	8,166.67	-	-	10,718.75	2,552.08	(107.65)	2,444.43	
Exxon Mobil Corp	2.709	03/06/25	10,553.81	-	-	14,278.69	3,724.88	(2,412.98)	1,311.90	
FHLB	2.380	03/14/25	1,269.97	-	-	1,764.76	494.79	(417.25)	77.54	
Ace InA Holdings Inc	3.150	03/15/25	11,803.75	-	-	16,463.13	4,659.38	(3,431.21)	1,228.17	
Intel Corp	3.400	03/25/25	6,233.33	-	-	9,066.67	2,833.34	(1,810.58)	1,022.76	
Treasury Note	0.050	03/31/25	1,948.09	-	-	2,890.71	942.62	299.71	1,242.33	
Florida Power & Light Company	2.850	04/01/25	4,750.00	-	-	7,125.00	2,375.00	(1,471.36)	903.64	
General Dynamics Corporation	3.250	04/01/25	1,354.17	-	-	2,031.25	677.08	(502.51)	174.57	
Federal Home Loan Banks	0.500	04/14/25	4,569.44	-	-	7,486.11	2,916.67	(603.36)	2,313.31	
Home Depot Inc	2.700	04/15/25	6,615.00	-	-	9,765.00	3,150.00	586.57	3,736.57	
FNMA	0.630	04/22/25	5,653.65	-	-	10,002.60	4,348.95	2,424.92	6,773.87	
Caterpillar Financial Services	3.400	05/13/25	-	3,852.39	-	7,253.33	3,400.94	(130.48)	3,270.46	
General Dynamics Corporation	3.500	05/15/25	1,866.67	-	-	5,366.67	3,500.00	(2,496.87)	1,003.13	
Qualcomm Incorporated	3.450	05/20/25	1,581.25	-	-	5,893.75	4,312.50	(1,436.10)	2,876.40	
Pfizer Inc	0.800	05/28/25	126.67	-	-	1,393.33	1,266.66	838.65	2,105.31	
Truist Financial Corp	0.300	06/09/25	3,635.76	4,292.89	-	1,913.78	2,570.91	-	2,570.91	
Cisco Systems Inc	3.500	06/15/25	-	-	233.33	1,866.67	1,633.34	93.35	1,726.69	
Treasury Note	0.250	06/30/25	9,447.51	11,250.00	-	61.14	1,863.63	750.62	2,614.25	

Burbank-Glendale-Pasadena Airport Authority - Operating Account										
Earnings Report										
06/01/22-06/30/22										
Type of Investment	Coupon	Maturity Date	Previous Accrual	Realized Interest For Period	Interest Paid At Purc/Recv	Current Accrual	Interest Earned	Amrt/Accrt For Period	Adjusted Total Int. Earned	
Intel Corp	NOTE	07/29/25	7,836.81	-	-	9,763.89	1,927.08	(1,231.79)	695.29	
State Street Corporation	NOTE	08/18/25	19,298.19	-	-	24,919.03	5,620.84	(4,086.89)	1,533.95	
FNMA Benchmark Note	NOTE	08/25/25	3,500.00	-	-	4,593.75	1,093.75	112.90	1,206.65	
Burlington Northern Santa Fe LLC	NOTE	09/01/25	-	-	13,573.44	15,512.50	1,939.06	148.03	2,087.09	
FNMA Benchmark Note	NOTE	11/07/25	4,000.00	-	-	9,000.00	5,000.00	3,189.17	8,189.17	
Lockheed Martin Corporation	NOTE	01/15/26	11,989.53	-	-	14,634.28	2,644.75	(1,273.76)	1,370.99	
Prudential Financial Inc	NOTE	03/10/26	6,328.13	-	-	8,671.88	2,343.75	(452.25)	1,891.50	
Sierra Pacific Power	NOTE	05/01/26	2,925.00	-	-	5,850.00	2,925.00	(1,138.77)	1,786.23	
FHLB	NOTE	09/11/26	4,166.67	-	-	5,729.17	1,562.50	(864.12)	698.38	
FHLB	NOTE	12/11/26	38,131.94	40,375.00	-	4,486.11	6,729.17	(1,881.94)	4,847.23	
<b>Subtotal</b>			<b>\$ 1,043,606.09</b>	<b>\$ 271,187.89</b>	<b>\$ 17,659.16</b>	<b>\$ 1,145,195.11</b>	<b>\$ 355,117.75</b>	<b>\$ (139,098.11)</b>	<b>\$ 216,019.64</b>	
<b>CASH EQUIVALENTS</b>										
Blackrock Liquidity Funds			-	721.00	-	-	721.00	-	721.00	
<b>Subtotal</b>			<b>\$ -</b>	<b>\$ 721.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 721.00</b>	<b>\$ -</b>	<b>\$ 721.00</b>	
<b>LAIF</b>										
Local Agency Investment Fund			19,321.10	-	-	35,792.85	16,471.75	-	16,471.75	
<b>TOTAL</b>			<b>\$ 1,062,927.19</b>	<b>\$ 271,908.89</b>	<b>\$ 17,659.16</b>	<b>\$ 1,180,987.96</b>	<b>\$ 372,310.50</b>	<b>\$ (139,098.11)</b>	<b>\$ 233,212.39</b>	

**Burbank-Glendale-Pasadena Airport Authority - PFC Account**  
**Statement of Investments**  
**As of 06/30/22**

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Eff Mat. Date	Par Value	Purchase Cost	Market Value	Unrealized Gain/Loss	YTM	Days to Eff. Mat.	% Mkt Value
06/30/22	Blackrock Liquidity Funds	09248UJ718	0.000	06/30/22	06/30/22	\$ 413,961	\$ 413,961	\$ 413,961	\$ -	1.70%	0	0.75%
12/31/18	Treasury Note	912828XQ8	2.000	07/31/22	07/31/22	1,425,000	1,405,583	1,425,385	19,802	1.67%	31	2.58%
02/16/22	Chevron Corp	166764BU3	1.280	05/11/23	08/11/22	400,000	403,540	400,076	(3,464)	3.08%	42	0.73%
11/01/19	Procter & Gamble Company	742718EU9	2.150	08/11/22	08/11/22	300,000	303,998	300,036	(3,962)	2.03%	42	0.54%
02/24/22	3M Co	88579YBE0	0.690	02/14/24	08/14/22	375,000	375,705	372,694	(3,011)	2.95%	45	0.68%
01/09/19	John Deere Capital Corp	24422ETV1	2.150	09/08/22	09/08/22	400,000	392,096	399,672	7,576	2.57%	70	0.72%
05/18/18	Merck & Co Inc	589331AT4	2.400	09/15/22	09/15/22	400,000	393,656	399,732	6,076	2.70%	77	0.72%
01/11/19	Treasury Note	912828WV9	1.875	09/30/22	09/30/22	1,225,000	1,201,813	1,224,951	23,138	1.88%	92	2.22%
03/03/22	Truist Financial Corp	89788MAF9	0.300	06/09/25	09/30/22	500,000	497,792	484,530	(13,262)	3.12%	92	0.88%
09/12/19	FNMA	3135G0T78	2.000	10/05/22	10/05/22	1,000,000	1,009,770	998,820	(10,950)	2.44%	97	1.81%
03/04/22	Treasury Note	91282CAX9	0.130	11/30/22	11/30/22	300,000	298,313	297,246	(1,067)	2.34%	153	0.54%
04/25/18	Bank of America Corp	06051GEU9	3.300	01/11/23	01/11/23	510,000	512,807	511,520	(1,287)	2.73%	195	0.93%
09/26/19	Federal National Mortgage Assoc	3135G0T94	2.375	01/19/23	01/19/23	1,750,000	1,791,413	1,747,060	(44,353)	2.68%	203	3.17%
03/20/19	JP Morgan Chase & CO	46625HJH4	3.200	01/25/23	01/25/23	510,000	518,383	511,015	(7,368)	2.94%	209	0.93%
08/22/19	Treasury Note	9128283U2	2.375	01/31/23	02/15/23	2,000,000	2,047,465	1,997,420	(50,045)	2.60%	215	3.62%
03/18/19	Unitedhealth Group Inc	91324PBZ4	2.750	02/15/23	02/15/23	390,000	392,376	388,623	(3,753)	3.32%	230	0.70%
04/05/22	Federal Home Loan Banks	3130AJTE3	1.380	02/17/23	02/17/23	1,175,000	1,171,154	1,165,189	(5,965)	2.72%	232	2.11%
10/02/19	Pepsico Inc.	713448CG1	2.750	03/01/23	03/01/23	375,000	387,177	375,195	(11,982)	2.67%	244	0.68%
05/02/22	Treasury Note	912828ZD5	0.500	03/15/23	03/15/23	800,000	789,906	787,472	(2,434)	2.74%	258	1.43%
11/19/19	Treasury Note	9128284L1	2.750	04/30/23	04/30/23	2,000,000	2,070,830	1,997,740	(73,090)	2.89%	304	3.62%
11/03/20	Loews Corporation	540424AQ1	2.625	05/15/23	05/15/23	425,000	441,638	423,513	(18,125)	3.06%	319	0.77%
06/06/19	Public Service Electric And Gas	74456QBC9	2.375	05/15/23	05/15/23	300,000	302,050	296,778	(5,272)	3.63%	319	0.54%
05/02/22	Treasury Note	912828ZP8	0.130	05/15/23	05/15/23	800,000	783,406	781,000	(2,406)	2.89%	319	1.42%
02/04/19	Simon Property Group LP	828807DD6	2.750	06/01/23	06/01/23	300,000	298,333	297,054	(1,279)	3.85%	336	0.54%
02/19/20	FHLMC	3137EAE5	2.750	06/19/23	06/19/23	1,875,000	1,984,696	1,869,675	(115,021)	3.05%	354	3.39%
03/14/22	FNMA	3135G05G4	0.250	07/10/23	07/10/23	1,200,000	1,178,796	1,165,596	(13,200)	3.11%	375	2.11%
01/31/22	Treasury Note	91282CCN9	0.130	07/31/23	07/01/23	2,000,000	1,971,406	1,940,160	(31,246)	2.95%	366	3.52%
01/21/20	FNMA	3135G0U43	2.875	09/12/23	09/12/23	1,400,000	1,464,189	1,399,874	(64,315)	2.88%	439	2.54%
07/31/19	Treasury Note	9128285D8	2.875	09/30/23	09/30/23	1,875,000	1,959,890	1,872,956	(86,934)	2.96%	457	3.39%
02/19/20	Treasury Note	9128285P1	2.875	11/30/23	11/30/23	800,000	856,141	798,936	(57,205)	2.97%	518	1.45%
03/20/19	Citibank NA	17325FAS7	3.650	01/23/24	01/23/24	300,000	307,317	301,194	(6,123)	3.42%	572	0.55%
03/26/21	IBM Corp	459200HU8	3.625	02/12/24	02/12/24	410,000	441,862	411,169	(30,693)	3.44%	592	0.75%

**Burbank-Glendale-Pasadena Airport Authority - PFC Account**  
**Statement of Investments**  
**As of 06/30/22**

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Eff Mat. Date	Par Value	Purchase Cost	Market Value	Unrealized Gain/Loss	YTM	Days to Eff. Mat.	% Mkt Value
04/30/21	Treasury Note	91282CBM2	0.125	02/15/24	02/15/24	1,750,000	1,737,221	1,671,793	(65,428)	2.96%	595	3.03%
04/26/21	MettLife Inc	59156RBH0	3.600	04/10/24	04/10/24	425,000	460,084	426,135	(33,949)	3.44%	650	0.77%
09/25/20	Comcast Corporation	20030NCR0	3.700	04/15/24	04/15/24	425,000	465,452	426,267	(39,185)	3.52%	655	0.77%
03/16/21	Bank of New York Mellon Corp	06406HCV9	3.400	05/15/24	05/15/24	475,000	510,244	474,349	(35,895)	3.47%	685	0.86%
01/18/22	Target Corporation	87612EBD7	3.500	07/01/24	07/01/24	425,000	446,008	426,224	(19,784)	3.35%	732	0.77%
11/03/20	Bristol-Myers Squibb Co	110122CM8	2.900	07/26/24	07/26/24	450,000	480,768	446,031	(34,737)	3.34%	757	0.81%
10/31/19	Honeywell International Inc	438516BW5	2.300	08/15/24	08/15/24	390,000	399,138	383,054	(16,084)	3.17%	777	0.69%
06/30/21	Treasury Note	9128282U3	1.875	08/31/24	08/31/24	1,600,000	1,669,813	1,562,000	(107,813)	3.01%	793	2.83%
05/20/21	United Parcel Service	911312BT2	2.200	09/01/24	09/01/24	374,000	391,124	365,035	(26,089)	3.35%	794	0.66%
02/12/20	PNC Funding Corp	69353REF1	3.300	10/30/24	10/30/24	325,000	345,449	322,179	(23,270)	3.69%	853	0.58%
09/24/20	Wisconsin Electric Power Company	976656CL0	2.050	12/15/24	12/15/24	350,000	368,382	337,169	(31,213)	3.62%	899	0.61%
01/06/22	FFCB	3133ENKS8	1.130	01/06/25	01/06/25	460,000	458,965	438,950	(20,015)	3.03%	921	0.80%
12/10/21	FNMA	3135G0X24	1.630	01/07/25	01/07/25	1,750,000	1,782,200	1,689,923	(92,277)	3.05%	922	3.06%
05/11/22	Apple Inc	037833DF4	2.750	01/13/25	01/13/25	425,000	422,980	420,312	(2,668)	3.21%	928	0.76%
02/17/22	US Bancorp	90331HPL1	2.050	01/21/25	01/21/25	475,000	475,751	455,639	(20,112)	3.73%	936	0.83%
01/06/22	FHLMC Reference Note	3137EAEPO	1.500	02/12/25	02/12/25	1,750,000	1,765,705	1,682,258	(83,447)	3.05%	958	3.05%
03/04/22	FFCB	3133ENPY0	1.750	02/25/25	02/25/25	1,250,000	1,252,738	1,206,425	(46,313)	3.13%	971	2.19%
12/22/20	Exxon Mobil Corp	30231GAF9	2.709	03/06/25	03/06/25	400,000	426,156	391,924	(34,232)	3.50%	980	0.71%
11/03/20	Ace InA Holdings Inc	00440EAS6	3.150	03/15/25	03/15/25	435,000	474,791	426,974	(47,817)	3.87%	989	0.77%
09/30/21	Treasury Note	912828ZF0	0.050	03/31/25	03/31/25	1,600,000	1,591,125	1,493,120	(98,005)	3.05%	1005	2.71%
02/12/21	General Dynamics Corporation	369550BK3	3.250	04/01/25	04/01/25	50,000	54,979	49,587	(5,392)	3.57%	1006	0.09%
09/28/20	Federal Home Loan Banks	3130AJHU6	0.500	04/14/25	04/14/25	1,450,000	1,453,984	1,352,198	(101,786)	3.04%	1019	2.45%
05/04/22	Home Depot Inc	437076CM2	2.700	04/15/25	04/15/25	425,000	418,714	417,193	(1,521)	3.39%	1020	0.76%
12/01/21	FNMA	3135G03U5	0.630	04/22/25	04/22/25	900,000	889,371	841,455	(47,916)	3.06%	1027	1.52%
06/06/22	Caterpillar Financial Services	14913R2V8	3.400	05/13/25	05/13/25	425,000	426,632	424,103	(2,529)	3.48%	1048	0.77%
05/11/21	General Dynamics Corporation	369550BG2	3.500	05/15/25	05/15/25	315,000	345,259	314,165	(31,094)	3.60%	1050	0.57%
02/10/22	Qualcomm Incorporated	747525AF0	3.450	05/20/25	05/20/25	350,000	363,136	349,787	(13,349)	3.47%	1055	0.63%
12/15/21	Pfizer Inc	717081EX7	0.800	05/28/25	05/28/25	475,000	466,704	442,885	(23,819)	3.25%	1063	0.80%
06/15/22	Cisco Systems Inc	17275RAW2	3.500	06/15/25	06/15/25	400,000	397,604	402,408	4,804	3.28%	1081	0.73%
11/17/20	Treasury Note	912828ZW3	0.250	06/30/25	06/30/25	1,750,000	1,710,434	1,611,103	(99,331)	3.04%	1096	2.92%
09/25/20	Intel Corp	458140AS9	3.700	07/29/25	07/29/25	400,000	447,034	401,980	(45,054)	3.53%	1125	0.73%
09/24/20	State Street Corporation	857477AT0	3.550	08/18/25	08/18/25	475,000	531,316	472,616	(58,700)	3.72%	1145	0.86%

**Burbank-Glendale-Pasadena Airport Authority - PFC Account**  
**Statement of Investments**  
**As of 06/30/22**

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Eff Mat. Date	Par Value	Purchase Cost	Market Value	Unrealized Gain/Loss	YTM	Days to Eff. Mat.	% Mkt Value
06/14/22	Burlington Northern Santa Fe LLC	12189LAY7	3.650	09/01/25	09/01/25	325,000	322,094	326,482	4,388	3.50%	1159	0.59%
11/17/20	FNMA Benchmark Note	3135G06G3	0.500	11/07/25	11/07/25	3,155,000	3,140,116	2,895,911	(244,205)	3.10%	1226	5.25%
06/30/21	Lockheed Martin Corporation	539830BH1	3.550	01/15/26	01/15/26	375,000	393,177	375,637	(17,540)	3.50%	1295	0.68%
08/30/21	Prudential Financial Inc	74432QCH6	1.500	03/10/26	03/10/26	450,000	455,337	413,105	(42,232)	3.90%	1349	0.75%
11/29/21	Sierra Pacific Power	826418BM6	2.600	05/01/26	05/01/26	350,000	365,596	333,008	(32,588)	3.98%	1401	0.60%
09/13/21	FHLB	3130A8XY4	1.880	09/11/26	09/11/26	300,000	315,527	284,355	(31,172)	3.21%	1534	0.52%
01/13/22	FHLB	3130A9YY1	2.130	12/11/26	12/11/26	700,000	720,418	668,752	(51,666)	3.21%	1625	1.21%
		<b>Subtotal</b>				<b>\$ 56,537,961</b>	<b>\$ 57,508,988</b>	<b>\$ 55,178,733</b>	<b>\$ (2,330,255)</b>	<b>2.99%</b>	<b>628</b>	<b>100.00%</b>
PFC Bank Balance												
		<b>TOTAL</b>					<u>3,068,157</u>					
							<b>\$ 60,577,145</b>					

Burbank-Glendale-Pasadena Airport Authority - PFC Account											
Statement of Purchases - Maturities - Sales											
As of 06/30/22											
PURCHASES											
Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Par Value	Purchase Price	Purchase Cost	Prepaid Interest			
06/06/22	Caterpillar Financial Services	14913R2V8	3.400	05/13/25	\$ 215,000.00	100.30000	\$ 215,645.00	\$ (507.64)			
06/07/22	Caterpillar Financial Services	14913R2V8	3.400	05/13/25	210,000.00	100.47000	210,987.00	(515.67)			
06/14/22	Burlington Northern Santa Fe LLC	12189LAY7	3.650	09/01/25	325,000.00	99.10600	322,094.50	(3,459.90)			
06/15/22	Cisco Systems Inc	17275RAW2	3.500	06/15/25	400,000.00	99.40100	397,604.00	(77.78)			
							-	-			
							-	-			
							-	-			
							-	-			
							-	-			
TOTAL PURCHASES					\$ 1,150,000.00		\$ 1,146,330.50	\$ (4,560.99)			
MATURITIES											
Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Par Value	Purchase Price	Purchase Cost	Gain / (Loss)			
11/08/18	Caterpillar Financial Services	14913QAA7	2.400	06/06/22	\$ 400,000.00	98.33821	\$ 393,352.85	\$ 6,647.15			
02/15/19	Cisco Systems Inc	17275RAV4	3.000	06/15/22	300,000.00	101.25742	303,772.25	(3,772.25)			
							-	-			
							-	-			
							-	-			
TOTAL MATURITIES					\$ 700,000.00		\$ 697,125.10	\$ 2,874.90			
SALES / REDEMPTIONS / DELIVERS											
Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Sale Date	Par Value	Sale Price	Sale Amount	Purchase Cost	Gain / (Loss)	
02/15/19	Burlington Northern Santa Fe LLC	12189LAL5	3.050	09/01/22	06/13/22	275,000.00	100.00000	\$ 275,000.00	\$ 277,995.75	\$ (2,995.75)	
05/11/22	Lockheed Martin Corporation	539830BH1	3.550	01/15/26	05/11/22	(200,000.00)	102.17806	(204,356.12)	(201,482.00)	(2,874.12)	
05/11/22	Lockheed Martin Corporation	539830BH1	3.550	01/15/26	05/11/22	200,000.00	102.17806	204,356.12	221,382.00	(17,025.88)	
								-		-	
								-		-	
						\$ 275,000.00		\$ 275,000.00	\$ 297,895.75	\$ (22,895.75)	

Burbank-Glendale-Pasadena Airport Authority - PFC Account											
Earnings Report											
06/01/22-06/30/22											
Type of Investment	Type	Coupon	Maturity Date	Previous Accrual	Realized Interest For Period	Interest Paid At Purc/Recv	Current Accrual	Interest Earned	Amrt/Accrt For Period	Adjusted Total Int. Earned	
<b>FIXED INCOME</b>											
Caterpillar Financial Services	NOTE	2.400	06/06/22	4,666.67	4,800.00	-	-	133.33	-	133.33	
Cisco Systems Inc	NOTE	3.000	06/15/22	4,150.00	4,500.00	-	-	350.00	-	350.00	
Burlington Northern Santa Fe LLC	NOTE	3.050	09/01/22	2,096.88	2,376.45	-	-	279.57	-	279.57	
Treasury Note	NOTE	2.000	07/31/22	9,526.24	-	-	11,888.12	2,361.88	487.35	2,849.23	
Procter & Gamble Company	NOTE	2.150	08/11/22	1,970.83	-	-	2,508.33	537.50	(125.06)	412.44	
John Deere Capital Corp	NOTE	2.150	09/08/22	1,982.78	-	-	2,699.44	716.66	71.58	788.24	
Merck & Co Inc	NOTE	2.400	09/15/22	2,026.67	-	-	2,826.67	800.00	25.12	825.12	
Treasury Note	NOTE	1.875	09/30/22	3,890.88	-	-	5,773.57	1,882.69	550.04	2,432.73	
FNMA	NOTE	2.000	10/05/22	3,111.11	-	-	4,777.78	1,666.67	(265.97)	1,400.70	
Treasury Note	NOTE	0.130	11/30/22	1.02	-	-	31.76	30.74	188.90	219.64	
Bank of America Corp	NOTE	3.300	01/11/23	6,545.00	-	-	7,947.50	1,402.50	(262.78)	1,139.72	
Federal National Mortgage Assoc	NOTE	2.375	01/19/23	15,239.58	-	-	18,703.13	3,463.55	(1,066.94)	2,396.61	
JP Morgan Chase & CO	NOTE	3.200	01/25/23	5,712.00	-	-	7,072.00	1,360.00	(322.15)	1,037.85	
Treasury Note	NOTE	2.375	01/31/23	15,877.07	-	-	19,813.54	3,936.47	(1,451.68)	2,484.79	
Unitedhealth Group Inc	NOTE	2.750	02/15/23	3,157.92	-	-	4,051.67	893.75	(119.82)	773.93	
Federal Home Loan Banks	NOTE	1.380	02/17/23	4,667.36	-	-	6,013.72	1,346.36	370.97	1,717.33	
Pepsico Inc.	NOTE	2.750	03/01/23	2,578.13	-	-	3,437.50	859.37	(386.32)	473.05	
Treasury Note	NOTE	0.500	03/15/23	847.83	-	-	1,173.91	326.08	958.27	1,284.35	
Treasury Note	NOTE	2.750	04/30/23	4,782.61	-	-	9,266.30	4,483.69	(1,817.63)	2,666.06	
Chevron Corp	NOTE	1.280	05/11/23	536.33	-	-	1,302.52	766.19	(237.58)	528.61	
Loews Corporation	NOTE	2.625	05/15/23	495.83	-	-	1,425.52	929.69	(594.28)	335.41	
Public Service Electric And Gas	NOTE	2.375	05/15/23	316.67	-	-	910.42	593.75	(60.22)	533.53	
Treasury Note	NOTE	0.130	05/15/23	46.20	-	-	127.72	81.52	1,320.46	1,401.98	
Simon Property Group LP	NOTE	2.750	06/01/23	-	-	-	687.50	687.50	24.74	712.24	
FHLMC	NOTE	2.750	06/19/23	1,250.00	-	-	1,718.75	468.75	(259.24)	209.51	
FNMA	NOTE	0.250	07/10/23	1,175.00	-	-	1,425.00	250.00	1,339.20	1,589.20	
Treasury Note	NOTE	0.130	07/31/23	835.64	-	-	1,042.82	207.18	1,604.66	1,811.84	
FNMA	NOTE	2.875	09/12/23	8,832.64	-	-	12,186.81	3,354.17	(1,469.98)	1,884.19	
Treasury Note	NOTE	2.875	09/30/23	9,131.66	-	-	13,550.20	4,418.54	(1,759.85)	2,658.69	
Treasury Note	NOTE	2.875	11/30/23	62.84	-	-	1,948.09	1,885.25	(1,235.80)	649.45	
Citibank NA	NOTE	3.650	01/23/24	3,893.33	-	-	4,805.83	912.50	(123.62)	788.88	
IBM Corp	NOTE	3.625	02/12/24	4,500.03	-	-	5,738.58	1,238.55	(980.71)	257.84	
Treasury Note	NOTE	0.125	02/15/24	640.54	-	-	821.82	181.28	436.08	617.36	

**Burbank-Glendale-Pasadena Airport Authority - PFC Account**  
**Earnings Report**  
**06/01/22-06/30/22**

Type of Investment	Type	Coupon	Maturity Date	Previous Accrual	Realized Interest For Period	Interest Paid At Purc/Recv	Current Accrual	Interest Earned	Amrt/Accrt For Period	Adjusted Total Int. Earned
3M Co	NOTE	0.690	02/14/24	285.21	-	-	819.99	534.78	(33.00)	501.78
Mellife Inc	NOTE	3.600	04/10/24	2,167.50	-	-	3,442.50	1,275.00	(1,031.18)	243.82
Comcast Corporation	NOTE	3.700	04/15/24	2,009.31	-	-	3,319.72	1,310.41	(1,025.64)	284.77
Bank of New York Mellon Corp	NOTE	3.400	05/15/24	717.78	-	-	2,063.61	1,345.83	(988.67)	357.16
Target Corporation	NOTE	3.500	07/01/24	6,197.92	7,437.50	-	-	1,239.58	(719.16)	520.42
Bristol-Myers Squibb Co	NOTE	2.900	07/26/24	4,531.25	-	-	5,618.75	1,087.50	(734.97)	352.53
Honeywell International Inc	NOTE	2.300	08/15/24	2,641.17	-	-	3,388.67	747.50	(194.99)	552.51
Treasury Note	NOTE	1.875	08/31/24	7,581.52	-	-	10,027.17	2,445.65	(1,810.18)	635.47
United Parcel Service	NOTE	2.200	09/01/24	2,057.00	-	-	2,742.67	685.67	(478.18)	207.49
PNC Funding Corp	NOTE	3.300	10/30/24	923.54	-	-	1,817.29	893.75	(359.06)	534.69
Wisconsin Electric Power Company	NOTE	2.050	12/15/24	3,308.47	3,587.50	-	318.89	597.92	(377.41)	220.51
FFCB	NOTE	1.130	01/06/25	2,012.50	-	-	2,443.75	431.25	28.88	460.13
FNMA	NOTE	1.630	01/07/25	11,375.00	-	-	13,744.79	2,369.79	(875.00)	1,494.79
Apple Inc	NOTE	2.750	01/13/25	4,480.21	-	-	5,454.17	973.96	63.13	1,037.09
US Bancorp	NOTE	2.050	01/21/25	3,516.32	-	-	4,327.78	811.46	(21.46)	790.00
FHLMC Reference Note	NOTE	1.500	02/12/25	7,947.92	-	-	10,135.42	2,187.50	(423.98)	1,763.52
FFCB	NOTE	1.750	02/25/25	5,833.33	-	-	7,656.25	1,822.92	(76.90)	1,746.02
Exxon Mobil Corp	NOTE	2.709	03/06/25	2,558.50	-	-	3,461.50	903.00	(554.63)	348.37
Ace InA Holdings Inc	NOTE	3.150	03/15/25	2,892.75	-	-	4,034.63	1,141.88	(796.61)	345.27
Treasury Note	NOTE	0.050	03/31/25	1,355.19	-	-	2,010.93	655.74	208.50	864.24
General Dynamics Corporation	NOTE	3.250	04/01/25	270.83	-	-	406.25	135.42	(100.50)	34.92
Federal Home Loan Banks	NOTE	0.500	04/14/25	946.53	-	-	1,550.69	604.16	(74.30)	529.86
Home Depot Inc	NOTE	2.700	04/15/25	2,008.13	-	-	2,964.38	956.25	178.07	1,134.32
FNMA	NOTE	0.630	04/22/25	609.37	-	-	1,078.13	468.76	261.37	730.13
Caterpillar Financial Services	NOTE	3.400	05/13/25	-	-	1,023.31	1,926.67	903.36	(34.66)	868.70
General Dynamics Corporation	NOTE	3.500	05/15/25	490.00	-	-	1,408.75	918.75	(641.35)	277.40
Qualcomm Incorporated	NOTE	3.450	05/20/25	368.96	-	-	1,375.21	1,006.25	(335.09)	671.16
Pfizer Inc	NOTE	0.800	05/28/25	31.67	-	-	348.33	316.66	204.10	520.76
Truist Financial Corp	NOTE	0.300	06/09/25	908.94	1,073.22	-	478.45	642.73	-	642.73
Cisco Systems Inc	NOTE	3.500	06/15/25	-	-	77.78	622.22	544.44	31.12	575.56
Treasury Note	NOTE	0.250	06/30/25	1,837.02	2,187.50	-	11.89	362.37	903.55	1,265.92
Intel Corp	NOTE	3.700	07/29/25	5,015.56	-	-	6,248.89	1,233.33	(837.37)	395.96
State Street Corporation	NOTE	3.550	08/18/25	4,824.55	-	-	6,229.76	1,405.21	(1,012.80)	392.41
Burlington Northern Santa Fe LLC	NOTE	3.650	09/01/25	-	-	3,459.90	3,954.17	494.27	37.73	532.00

Burbank-Glendale-Pasadena Airport Authority - PFC Account Earnings Report 06/01/22-06/30/22										
Type of Investment	Type	Coupon	Maturity Date	Realized		Interest		Interest Earned	Amrt/Accrt For Period	Adjusted Total Int. Earned
				Previous Accrual	Interest For Period	Paid At Purc/Recv	Current Accrual			
FNMA Benchmark Note	NOTE	0.500	11/07/25	1,051.67	-	-	2,366.25	1,314.58	311.02	1,625.60
Lockheed Martin Corporation	NOTE	3.550	01/15/26	5,029.17	-	-	6,138.54	1,109.37	(352.49)	756.88
Prudential Financial Inc	NOTE	1.500	03/10/26	1,518.75	-	-	2,081.25	562.50	(98.18)	464.32
Sierra Pacific Power	NOTE	2.600	05/01/26	758.33	-	-	1,516.67	758.34	(294.61)	463.73
FHLB	NOTE	1.880	09/11/26	23,203.13	25,781.25	-	1,718.75	4,296.87	(2,796.51)	1,500.36
FHLB	NOTE	2.130	12/11/26	7,024.31	7,437.50	-	826.39	1,239.58	(346.67)	892.91
	Subtotal			\$ 254,836.60	\$ 59,180.92	\$ 4,560.99	\$ 285,756.64	\$ 85,539.97	\$ (20,360.34)	\$ 65,179.63
CASH EQUIVALENTS										
Blackrock Liquidity Funds				-	338.18	-	-	338.18	-	338.18
	Subtotal			\$ -	\$ 338.18	\$ -	\$ -	\$ 338.18	\$ -	\$ 338.18
	TOTAL			\$ 254,836.60	\$ 59,519.10	\$ 4,560.99	\$ 285,756.64	\$ 85,878.15	\$ (20,360.34)	\$ 65,517.81

**BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY**  
**SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS**  
**MONTH AND TWELVE MONTHS ENDED JUNE 30, 2022 & 2021**

June 2022									
Monthly Performance					Fiscal YTD Performance (July 2021 - June 2022)				
A	B	C	D	E	F	G	H	I	J
Actual \$ Jun 2022	Budget Jun 2022	Actual \$ Prior Year Jun 2021	Note	Variance Actual Vs. Budget	Fiscal YTD	Fiscal YTD Budget	Prior Year Fiscal YTD	Note	Variance Actual Vs. Budget
<b>OPERATING ACTIVITY</b>									
<b>CASH RECEIPTS FROM OPERATIONS</b>									
1	\$433,167	\$248,562	(2)	\$184,605	\$4,484,935	\$3,090,000	\$2,823,718	(2)	\$1,394,935
2	2,558,174	1,227,396	(3)	1,330,778	25,254,805	10,735,000	8,330,068	(3)	14,519,805
3	1,153,725	674,740	(4)	478,985	14,788,496	6,864,483	7,338,599	(4)	7,924,013
4	1,355,016	1,157,128	(5)	197,888	15,163,578	13,885,517	14,305,434	(5)	1,278,061
5	294,484	131,266	(6)	163,218	2,681,681	1,090,000	851,105	(6)	1,591,681
6	114,781	5,000	(7)	109,781	1,364,060	60,000	761,338	(7)	1,304,060
7	258,583	168,666	(8)	89,917	4,958,464	2,300,000	4,797,351	(8)	2,658,464
8	\$6,167,930	\$3,612,758	(1)	\$2,555,172	\$68,696,019	\$38,025,000	\$39,207,613	(1)	\$30,671,019
<b>CASH DISBURSEMENTS FROM OPERATIONS</b>									
9	(\$92,646)	(\$102,241)	(10)	\$9,595	(\$1,057,477)	(\$1,226,900)	(\$865,398)	(10)	\$169,423
10	(336,553)	(311,175)	(11)	(25,378)	(3,528,999)	(3,706,100)	(2,991,429)	(11)	177,101
11	(4,271,389)	(2,334,775)	(12)	(1,936,594)	(30,892,270)	(27,879,300)	(24,698,681)	(12)	(3,012,970)
12	(394,285)	(245,477)	(13)	(148,808)	(5,491,039)	(4,799,600)	(4,733,541)	(13)	(691,439)
13	(616,342)	(564,841)	(14)	(51,501)	(6,327,391)	(6,778,100)	(6,284,106)	(14)	450,709
14	(147,340)	(67,254)	(15)	(80,086)	(655,690)	(807,050)	(301,324)	(15)	151,360
15	(380,125)	(380,125)	(16)	0	(4,561,500)	(4,561,500)	(4,564,250)	(16)	(1,133,072)
16	0	0	(17)	0	(2,283,251)	(1,150,179)	(586,761)	(17)	(\$3,888,888)
17	(\$6,238,660)	(\$4,005,888)	(9)	(\$2,232,772)	(\$54,797,617)	(\$50,908,729)	(\$45,025,490)	(9)	\$26,782,131
18	(\$70,730)	(\$393,130)		\$322,400	\$13,898,402	(\$12,883,729)	(\$5,817,877)		
<b>FACILITY IMPROVEMENT TRANSACTIONS</b>									
<b>CASH DISBURSEMENTS</b>									
19	(\$180)	(\$20,834)	(17)	\$20,654	(\$2,170)	(\$125,000)	(\$2,063)	(17)	\$122,830
20	(1,253,769)	(755,875)	(18)	(497,894)	(4,038,674)	(9,247,350)	(3,787,915)	(18)	5,208,676
21	(692,002)	(22,916)	(19)	(669,086)	(3,175,442)	(275,000)	(975,090)	(19)	(2,900,442)
22	(\$1,945,951)	(\$799,625)		(\$1,146,326)	(\$7,216,286)	(\$9,647,350)	(\$4,765,068)		\$2,431,064
23	\$0	\$16,789	(17)	(\$16,789)	\$0	\$100,737	\$0	(17)	(\$100,737)
24	0	0	(20)	0	3,392,476	823,319	3,316,785	(20)	2,569,157
25	627,495	479,043	(21)	148,452	2,642,161	6,766,150	1,423,624	(21)	(4,123,989)
26	\$627,495	\$495,832		\$131,663	\$6,034,637	\$7,690,206	\$4,741,929		(\$1,655,569)
27	(\$1,318,456)	(\$303,793)		(\$1,014,663)	(\$1,181,649)	(\$1,957,144)	(\$23,139)		\$775,495
28	\$5,307,018	\$1,028,406	(22)	\$4,278,612	\$15,919,081	\$14,840,873	\$14,791,077	(22)	\$1,078,208
29	\$5,307,018	\$1,028,406		\$4,278,612	\$15,919,081	\$14,840,873	\$14,791,077		\$1,078,208
30	\$3,917,832	\$331,483		\$3,586,349	\$28,635,834	\$0	\$8,950,061		\$28,635,834
<b>NET INCREASE (DECREASE) IN CASH - TOTAL</b>									

# **BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY**

## **NOTES TO SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS MONTH AND TWELVE MONTHS ENDED JUNE 30, 2022 & 2021**

### **General Comments**

The Schedule of Cash Receipts and Disbursements ("Schedule") represents the cash basis activity for the month and fiscal year-to-date ("FYTD") compared to the allocation of the annual adopted budget.

The Schedule consists of two sections: Operating Activity and Facility Improvement Transactions. Receipts are shown as positive amounts and disbursements as negative amounts. Favorable budget variances are shown as positive amounts and unfavorable variances as negative amounts. Because this Schedule is on a cash basis, cash timing differences may contribute to budget variances.

The Operating Activity receipts include charges for services (parking, landing fees and concessions), tenant rents, fuel flowage fees, other revenues and investment receipts. The Operating Activity disbursements include costs of services, materials, contracts, personnel and debt service.

Facility Improvement Transactions represent the activity for the Authority's capital program, which consists of Other Facility Improvement Program Projects and the Sound Insulation Program.

The FY 2022 Capital Program expenditures are primarily funded by the following sources:

- FAA-approved Passenger Facility Charge ("PFC") program receipts/reserves;
- Grants;
- Operating Revenues

The notes below provide additional information regarding the performance results detailed in the "Schedule of Cash Receipts and Disbursements."

A Supplemental Schedule of Cash Receipts and Disbursements reflecting the activities related to the Series 2012 Bond debt service and repayment to the Authority of the loans provided to the Rent-A-Car Companies ("RACs") for the Regional Intermodal Transportation Center / Consolidated Rental Car Facility is also presented.

Due to the uncertainty caused by the impacts of COVID-19 to the aviation industry, the Authority continued its conservative outlook on passenger activity recovery into FY 2022. The Authority's Adopted FY 2022 budget was based on the following quarterly activity assumptions:

- Q1 (July - September): a reduction of 65% (represents recovery of 35%)
- Q2 (October - December): a reduction of 55% (represents recovery of 45%)
- Q3 (January - March): a reduction of 50% (represents recovery of 50%)
- Q4 (April - June): a reduction of 45% (represents recovery of 55%)

Passengers were down 11.64% at fiscal year-end when compared to pre-COVID levels. The result at fiscal year-end was favorably above the blended budgeted assumption of a passenger reduction of 53.75% resulting in positive financial performance.

The Adopted FY 2022 Budget includes the use of \$12.3 million in federal relief funds to support bond debt service and personnel costs, and the use of \$2.5 million in ARPA concessions relief funds to supplement the loss in revenue from in-terminal concessionaires due to declined passenger activity resulting from the COVID-19 pandemic.

### **NOTE (1) – Cash Receipts from Operations**

Cash receipts from operations exceed the budget at fiscal year-end. On an accrual basis, operating revenues exceed the budget at fiscal year-end by \$29,545,075. See notes 2 through 8 for additional information regarding operating receipts.

(Continued)

# **BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY**

## **NOTES TO SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS**

**MONTH AND TWELVE MONTHS ENDED JUNE 30, 2022 & 2021**

**NOTE (2) – Landing/Fuel Fees**

Landing Fees are based on landed weight of the aircraft. Fuel fees are charged at a rate of \$0.05 a gallon to non-signatory air carriers for fuel loaded at BUR. On an accrual basis, Landing Fees combined with Fuel Flowage Fees exceed the budget by \$1,570,168 at fiscal year-end.

**NOTE (3) – Parking Fees**

Parking fee revenues performed above the budget forecast. The Authority approved Increases in parking rates for Lots A, C, Structure, and Valet parking lots effective January 1, 2022. Accrual basis Parking Fees are \$14,439,110 ahead of budget at fiscal year-end.

**NOTE (4) – Rental Receipts - Terminal Building**

Terminal Building rental receipts exceed the budget at fiscal year-end. Accrual basis Terminal Building rents exceed the budget by \$8,351,656 at fiscal year-end.

**NOTE (5) – Rental Receipts - Other Buildings**

Other Buildings rental receipts exceed the budget at fiscal year-end partially due to the timing of receipts. Accrual basis Other Building rents are \$1,096,178 ahead of budget at fiscal year-end due to CPI adjustments and additional lease revenues.

**NOTE (6) – Ground Transportation**

This category consists of off-airport access fees and TNC activity. Accrual basis Ground Transportation receipts exceed the budget by \$1,725,018 at fiscal year-end.

**NOTE (7) – Other Receipts**

This category consists primarily of filming, TSA LEO reimbursements, fingerprint/badge renewal fees, noise fees, access fees, and the newly implemented fee for ground handling services for the airlines. Accrual basis Other Receipts are \$1,375,338 ahead of budget at fiscal year-end

**NOTE (8) – Investment Receipts - Treasurer**

This line item represents cash received from the investment of funds. These receipts fluctuate in response to interest rate and portfolio balance changes, the timing of coupon payments and individual investment maturities. Accrual basis investment income exceeds the budget by \$987,607 at fiscal year-end.

**NOTE (9) – Cash Disbursements from Operations**

Overall operating disbursements on a cash basis and accrual basis exceed the budget at fiscal year-end primarily due to the reinstatement of various services resulting from positive passenger activity. See additional information on operating disbursements in notes 10 through 16.

**NOTE (10) – Administrative Supplies & Costs**

This line item includes office supplies, printing, postage and delivery, office equipment service and lease, recruiting, membership, uniform, Commission meeting, conference and training costs.

**NOTE (11) – Operating Supplies & Maintenance**

This line item includes utilities, fuel, general repairs and maintenance, landscaping, supplies and telephone costs.

(Continued)

# **BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY**

## **NOTES TO SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS MONTH AND TWELVE MONTHS ENDED JUNE 30, 2022 & 2021**

**NOTE (12) – Contractual Operating Costs**

This line item includes various contractual operating costs such as ARFF services, janitorial services, systems and vehicle repair, parking operations and the TBI Airport Management contract costs. In October 2021, in response to the better than expected passenger activity recovery, the Authority approved additional expenses associated with the Airport's parking operations and remote parking lot shuttle services that are estimated to be \$2,410,000 in excess of the adopted FY 2022 budget for these services. In addition, in June 2022, two monthly TBI invoices were paid resulting in additional cash expenses. On an accrual basis, TBI expenses are favorably under budget for FY 2022.

**NOTE (13) – Contractual Professional Services**

This line item includes various professional services such as legal, auditing, noise, financial and insurance. In October 2021, in response to the better than expected passenger activity recovery, the authority approved additional expenses associated with airport security and traffic control services that are estimated to be \$325,000 in excess of the adopted FY 2022 budget for these services. Also, due to favorable parking revenue transactions, credit card processing fees have increased. In addition, legal services expenses are trending above budget due to ongoing litigation matters.

**NOTE (14) – Wages and Benefits**

Wages and Benefits consist of payroll and fringe benefit costs for the Airport Police officers, and include the impact of the terms of the Memorandum of Understanding effective February 2020. Wages and Benefits include overtime for film location services which are recovered through the related film revenue.

**NOTE (15) – Other Operating Costs**

This line item primarily includes public relations/advertising, air service retention, and license/permit fees.

**NOTE (16) – Parking Tax**

The 12% City of Burbank parking tax is paid quarterly for the prior three-month period. The next remittance, covering parking activity for the months of April, May and June 2022, is due July 2022.

**NOTE (17) – Sound Insulation Program**

The Sound Insulation program is funded primarily through FAA Airport Improvement Program ("AIP") grants and Passenger Facility Charge ("PFC") revenues. Staff is awaiting FAA's decision to award a noise discretionary grant, the receipt of which will facilitate the restart of the program.

**NOTE (18) – Other Facility Improvement Program Projects**

Other Facility Improvement Program Projects costs on a cash basis are under budget at fiscal year-end by \$5,208,676 due to the delay of certain projects.

**NOTE (19) – Replacement Passenger Terminal Project**

Replacement Passenger Terminal Project costs on a cash basis exceed the budget at fiscal year-end by \$2,900,442 partially due to payments for FY 2021 accrued costs. The majority of the \$3,175,442 in cash expenditures at fiscal year-end are related to the completion of the EIS (payments to RS&H - \$421,670, which are funded through an AIP grant and PFC revenues) and AECOM project management services (\$2,327,558). On April 27, 2022, the Commission approved Jacobs to assume Replacement Passenger Terminal program management services. No cash expenditures were incurred for Jacobs during FY 2022. Accrued FY 2022 expenses of \$411,101 were paid in the beginning of FY 2023.

(Continued)

## **BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY**

### **NOTES TO SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS**

**MONTH AND TWELVE MONTHS ENDED JUNE 30, 2022 & 2021**

**NOTE (20) – FAA Grants – Other Facility Improvement Program Projects**

FAA Grants are budgeted to partially fund the ARFF Truck Replacement and required Hollyona Property modifications.

**NOTE (21) – Passenger Facility Charge Receipts/Reserves**

A number of capital projects are budgeted to be funded or partially funded by Passenger Facility Charges, including the Airfield Maintenance Equipment, the Airfield Vault Replacement Project, the Taxilane A Rehabilitation and the Runway 8 PAPI Relocation Project.

**NOTE (22) – Federal Relief Grant Funds**

FY 2022 reimbursement includes \$3.6 million is from CARES Act Grant funds, covering FY 2021 costs related to the 2015 Bond Debt Service for June 2021 and certain personnel costs for February to April 2021. Also included are \$7.0 million from CRRSA Act Grant funds and \$5.3 million from ARPA Grant funds, covering FY 2022 costs related to the 2015 Bond Debt Service for July 2021 to June 2022 and certain personnel costs for July 2021 to March 2022.

**BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY**  
**SUPPLEMENT SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS**  
**REGIONAL INTERMODAL TRANSPORTATION CENTER / CONSOLIDATED RENTAL CAR FACILITY PAYMENTS AND COLLECTIONS**  
**MONTH AND TWELVE MONTHS ENDED JUNE 30, 2022 & 2021**

June 2022									
Monthly Performance					Fiscal YTD Performance (July 2021 - June 2022)				
A	B	C	D	E	F	G	H	I	J
Actual \$ Jun 2022	Budget Jun 2022	Actual \$ Prior Year Jun 2021	Note	Variance Actual Vs. Budget	Actual \$ Fiscal YTD	Fiscal YTD Budget	Actual \$ Prior Year Fiscal YTD	Note	Variance Actual Vs. Budget
31	\$455,541	\$241,666	\$282,117 (1)	\$213,875	Customer Facility Charge Receipts	\$4,581,381	\$2,300,000	\$2,182,234 (1)	\$2,281,381
32	0	158,666	213,073 (3)	(158,666)	Federal Relief Grant Funds - 2012 Bond Debt Service	376,227	2,503,994	2,340,592 (3)	(2,127,767)
33	85,914	85,914	111,660 (4)	0	Facility Rent	1,036,312	1,030,962	1,101,447 (4)	5,350
34	(486,246)	(486,246)	(486,172)	0	Payments to Bond Trustee for 2012 Bond Debt Service	(5,834,956)	(5,834,956)	(5,834,054)	0
35	<u>\$55,209</u>	<u>\$0</u>	<u>\$120,678</u> (5)	<u>\$55,209</u>		<u>\$158,964</u>	<u>\$0</u>	<u>(\$209,781)</u> (5)	<u>\$158,964</u>

**General Comments**

The debt service on the 2012 Revenue Bonds and the repayment to the Authority of the loans to the Rent-A-Car Companies ("RACs") is payable from Customer Facility Charges ("CFCs") and Facility Rents. Under the terms of the Bond Indenture, as amended, all CFCs collected subsequent to July 1, 2014 are remitted to the Bond Trustee for the 2012 Bond debt service.

On July 1, 2014, the terms and conditions of the Non-Exclusive Concession and Lease Agreement with the respective Rent-A-Car Companies became effective, including the collection of Facility Rent.

**Note (1) – Customer Facility Charge ("CFC") Receipts**

CFCs of \$6 per day per transaction, up to a maximum of five days, are collected and applied to the 2012 Bond debt service.

**Note (2) – Federal Relief Grant Funds**

FY 2022 reimbursement of \$376,227 covers FY 2021 costs related to the 2012 Bond Debt service for May and June 2021 and was paid with the remainder of the CARES Act grant funds. The Authority has programmed as part of the adopted FY 2022 budget approximately \$2.5 million in Federal Relief Grant funds (CRRSAA and ARPA) to fund the 2012 Bond Debt Service.

**Note (3) – Facility Rent**

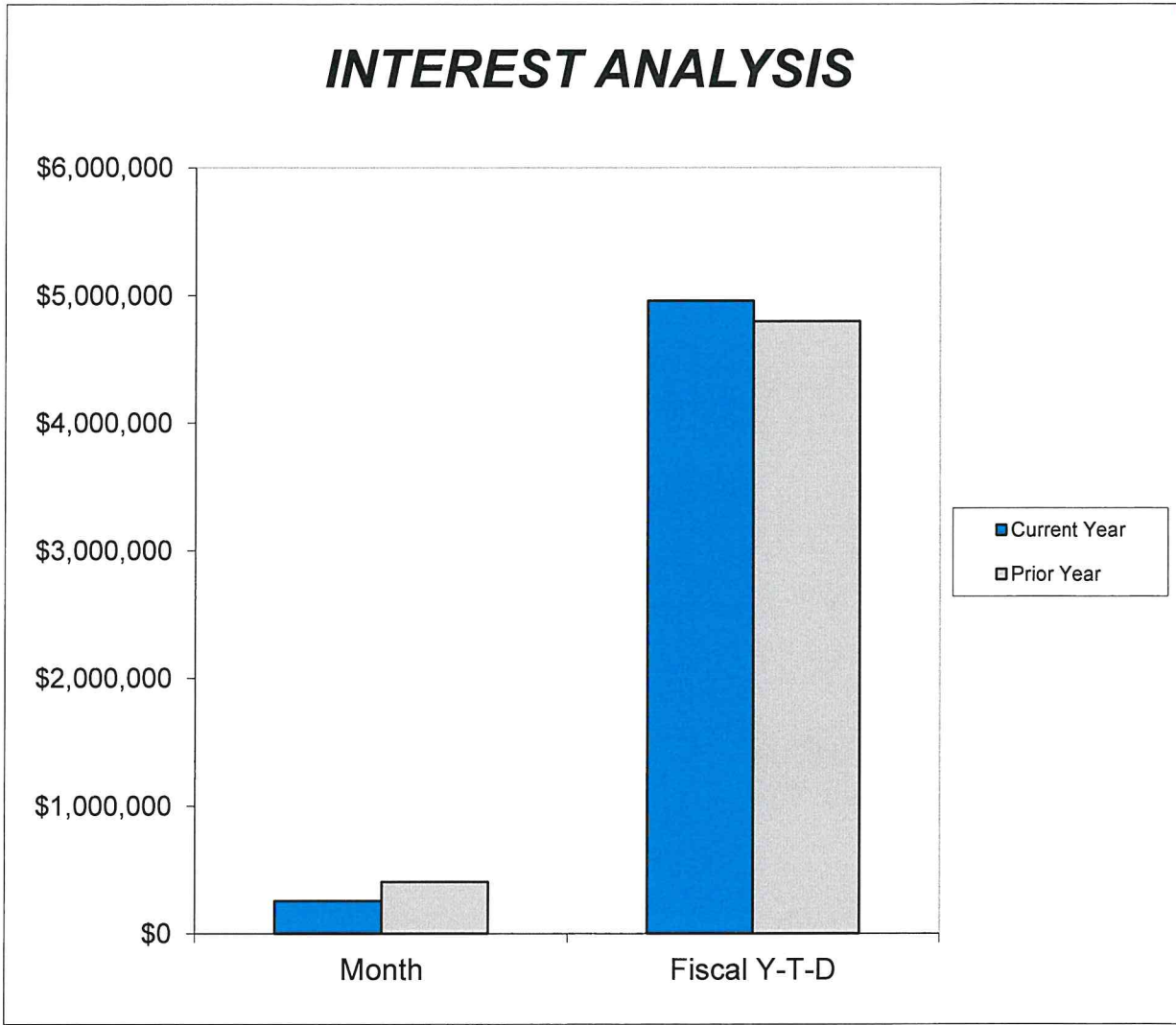
Facility Rent receipts are applied to the 2012 Bond debt service.

**Note (4) – Net RITC / ConRAC Facility Payments and Collections**

At fiscal year-end, upon conclusion of the required reconciliation, any excess surplus accumulated will be evaluated and applied toward the allowed uses under the terms and conditions of the Non-Exclusive Concession and Lease Agreement with the Rent-A-Car Companies.

In the event of a shortfall of receipts to meet the required payment obligations (i.e., CFC collections perform under budget projections), the Authority holds the right to adjust the Facility Rent paid by the rental car companies on a 30-day notice.

## ***Burbank-Glendale-Pasadena Airport Authority***



	June 2022	June 2021
Interest Receipts - - Month	\$258,583	\$406,601
Interest Receipts - - Fiscal Y-T-D	\$4,958,464	\$4,797,351
Month End Portfolio Balance	\$267,374,701	\$237,791,739
Yield to Maturity	2.80%	0.37%

## **Supplement to the June 2022 Treasurer's Report**

### **FYTD June 2022 Cash Disbursements**

#### **Facility Improvement Transactions**

**BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY**  
**FY 2022 Cash Disbursements - Facility Improvement Transactions**

PROJECT DESCRIPTION		Annual Budgeted Cost	FYTD 2022 (June 2022) Budgeted Cost	FYTD 2022 (June 2022) Cash Basis Cost	FYTD 2022 (June 2022) Budget Variance Fav. / (Unfav.)	Project Status FYTD June 2022
<b>BUILDING IMPROVEMENTS</b>						
1)	Minor Building Improvements	100,000	100,000	-	100,000	Deferred to FY 2023
<b>TOTAL BUILDING IMPROVEMENTS</b>		<b>\$ 100,000</b>	<b>\$ 100,000</b>	<b>\$ -</b>	<b>\$ 100,000</b>	
<b>IT/COMMUNICATIONS/SECURITY</b>						
2)	IT Network Infrastructure Equipment Replacement	300,000	300,000	-	300,000	Deferred to FY 2023
3)	DVSS Installation and Equipment Replacement	175,000	175,000	-	175,000	Deferred to FY 2023
<b>TOTAL IT/COMMUNICATIONS/SECURITY</b>		<b>\$ 475,000</b>	<b>\$ 475,000</b>	<b>\$ -</b>	<b>\$ 475,000</b>	
<b>EQUIPMENT</b>						
4)	ARFF Truck Replacement	808,500	808,500	806,533	1,967	ARFF truck delivered March
5)	Airfield Maintenance Equipment	265,000	265,000	205,163	59,837	Sweeper delivered September. Ramp scrubber delivered January
<b>TOTAL EQUIPMENT</b>		<b>\$ 1,073,500</b>	<b>\$ 1,073,500</b>	<b>\$ 1,011,696</b>	<b>\$ 61,804</b>	
<b>RUNWAY / TAXIWAY / ROADWAY PROJECTS</b>						
6)	Airfield Lighting Vault Replacement - Construction	4,840,000	4,840,000	1,439,099	3,400,901	Construction to be completed in FY 2023
7)	Taxilane A Rehabilitation - Construction	1,320,000	1,320,000	1,147,417	172,583	Construction completed in FY 2022. Final payment will occur in FY 2023
8)	Runway 8 PAPI Relocation	300,000	300,000	2,676	297,324	Construction to be completed in FY 2023
9)	Parking Lot D Access Improvements	250,000	250,000	21,119	228,881	Deferred to FY 2023
10)	Airside Pavement Rehabilitation - Design	223,350	223,350	214,419	8,931	Design completed in FY 2022
11)	Hollyona Property Modification - RPZ Land	87,000	87,000	-	87,000	Deferred
12)	RITC Art in Public Places	-	-	28,050	<b>\$ (28,050)</b>	Project to be continued in FY 2023
<b>TOTAL RUNWAY/TAXIWAY/ROADWAY</b>		<b>\$ 7,020,350</b>	<b>\$ 7,020,350</b>	<b>\$ 2,852,780</b>	<b>\$ 4,167,570</b>	
<b>NOISE MITIGATION</b>						
13)	Residential Acoustical Treatment Program	\$ 125,000	\$ 125,000	\$ 2,170	\$ 122,830	Pending award of FAA grant
<b>TOTAL NOISE MITIGATION</b>		<b>\$ 125,000</b>	<b>\$ 125,000</b>	<b>\$ 2,170</b>	<b>\$ 122,830</b>	
<b>DEVELOPMENT</b>						
14)	Replacement Terminal Development	\$ 275,000	\$ 275,000	\$ 3,175,442	<b>\$ (2,900,442)</b>	Includes FY 2021 EIS accrued costs
<b>TOTAL DEVELOPMENT</b>		<b>\$ 275,000</b>	<b>\$ 275,000</b>	<b>\$ 3,175,442</b>	<b>\$ (2,900,442)</b>	
<b>O &amp; M CAPITAL</b>		<b>\$ 578,500</b>	<b>\$ 578,500</b>	<b>\$ 174,198</b>	<b>\$ 404,302</b>	
<b>TOTAL</b>		<b>\$ 9,647,350</b>	<b>\$ 9,647,350</b>	<b>\$ 7,216,286</b>	<b>\$ 2,431,064</b>	

**Supplement to the June 2022 Treasurer's Report**

**FYTD June 2022 Cash Expenditures**

**Replacement Passenger Terminal Project (RPT)**

**BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY**  
**Replacement Passenger Terminal Project (RPT)**  
**FY 2022 Cash Expenditures: Authorized Contracts**

Consultant/Vendor	Scope of Work	Authorized NTE Contract Amount (1)	4th Quarter Cash Expenditures	FYTD 2022 (June 2022) Cash Expenditures	Remaining Contract Amount
AECOM (1a)	Program Management Services	\$ 3,965,216	\$ 1,397,453	\$ 2,327,558	\$ 1,637,658
Jacobs Project Management Company (1a)	Program Management Services	1,419,896	-	-	-
Airport & Aviation Professionals Inc. (AvAirPros) (1b)	Airline Technical & Financial Coordination Services	50,000	9,663	39,773	10,227
Conway Consulting (1b)	Technical Support	184,000	45,466	110,902	73,098
Georgino Development (1b)	Strategic Planning Services	36,000	12,000	32,000	4,000
Geosyntec Consultants (1c)	Soil Management Services	44,000	1,597	4,405	39,595
Public Resources Advisory Group (PRAG) (1b)	Financial Advisory Services	75,000	15,031	29,844	45,156
Ricondo & Associates (1b)	Financial Feasibility Services	90,000	58,154	83,042	6,958
Richards, Watson & Gershon (2)	Legal Services	N/A	48,232	118,677	N/A
Ring Bender (2)	Legal Services	N/A	2,571	2,571	N/A
RS&H (3)	Environmental Impact Study (EIS) Services	AIP / PFC Funded	-	421,670	N/A
Thriving Restaurants (2)	Consulting Services - Terminal Concessions	N/A	5,000	5,000	N/A
<b>TOTALS</b>		<b>\$ 5,864,112</b>	<b>\$ 1,595,167</b>	<b>\$ 3,175,442</b>	<b>\$ 1,816,692</b>

(1) Authorized NTE Contract amounts represent Commission approved appropriations. The FY 2022 budget was adopted prior to the Commission authorized restart of Program Management services. The FY 2022 adopted budget included \$275,000 in RPT appropriations for continued consulting support services associated with program evaluation/financial feasibility. Any additional Commission approved RPT expenditures above this amount are to be funded through positive operating revenues or cash reserves if required.

(1a) NTE authorized amount represents Program Management services (AECOM) contract Task Orders 1 through 5 which were approved for restart on September 20, 2021. On April 27, 2022, the Authority approved Jacobs to assume program management services with Task Order No. 1 approved at a NTE of \$1,419,896. No cash expenditures were incurred for Jacobs during FY 2022. Accrued FY 2022 expenses of \$411,101 were paid in the beginning of FY 2023.

(1b) These Professional Services contracts were presented and approved on September 20, 2021.

(1c) This Professional Services contract were approved on December 13, 2021.

(2) Legal services and professional services to be utilized on an as needed basis.

(3) RS&H expenditures are related to the EIS and are fully funded through AIP grant and PFC revenues.

**STAFF REPORT PRESENTED TO THE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
OCTOBER 3, 2022**

**AUDITOR REQUIRED COMMUNICATIONS FOR  
THE FY 2022 AUDITS**

Prepared by David Kwon  
Director, Financial Services

**SUMMARY**

In accordance with applicable professional standards, the Authority's auditor, Macias Gini & O'Connell LLP ("MGO") has provided the attached letter to the Commission outlining its audit responsibilities, and planned scope and timing of the FY 2022 audits. Also attached is a copy of the annual engagement letter, which substantially conforms to the professional services agreement between the Authority and MGO for audit services. Staff seeks a Finance and Administration Committee ("Committee") recommendation to the Commission that it note and file these communications. At its meeting held on September 19, 2022, the Finance and Administration Committee voted unanimously (2–0) to recommend that the Commission note and file these documents.

**BACKGROUND**

In accordance with professional standards issued by the American Institute of Certified Public Accountants ("AICPA"), MGO has issued the attached letter which (1) outlines its responsibilities under U.S. Generally Accepted Auditing Standards, *Government Auditing Standards*, and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards* ("Uniform Guidance") related to the Single Audit of federal grant programs; and (2) outlines its planned scope and timing of the FY 2022 audits. The Auditor's responsibilities and management's responsibilities are detailed in the accompanying letters.

As the Committee functions as the Authority's Audit Committee, this letter provides a basic outline of the auditor's responsibilities related to the audits, together with its basic audit approach in accordance with professional standards.

Staff had a conference call with the MGO audit team on July 26, 2022, for an audit planning meeting to discuss in detail any significant accounting, auditing and reporting matters that may affect the FY 2022 audits, as well as to discuss the timing of audit fieldwork and reporting. Audit fieldwork began on August 29, 2022, with the final reports expected to be issued no later than December 15, 2022.

**RECOMMENDATION**

At its meeting held on September 19, 2022, the Committee voted unanimously (2–0) to recommend that the Commission note and file these Auditor communications.



August 16, 2022

To the Board of Commissioners  
Burbank-Glendale-Pasadena Airport Authority  
2627 N Hollywood Way  
Burbank, California 91505

This letter is intended to communicate certain matters related to the planned scope and timing of our audit of the Burbank-Glendale-Pasadena Airport Authority (the Authority) financial statements and compliance as of and for the year ended June 30, 2022.

### **Communication**

Effective two-way communication between our firm and the Board of Commissioners is important to understanding matters related to the audit and in developing a constructive working relationship.

Your insights may assist us in understanding the Authority and its respective environment, in identifying appropriate sources of audit evidence, and in providing information about specific transactions or events. We will discuss with you your oversight of the effectiveness of internal control and any areas where you request additional procedures to be undertaken. We expect that you will timely communicate with us any matters you consider relevant to the audit. Such matters might include strategic decisions that may significantly affect the nature, timing, and extent of audit procedures, your suspicion or detection of fraud or abuse, or any concerns you may have about the integrity or competence of senior management.

We will timely communicate to you any fraud involving senior management and other fraud that causes a material misstatement of the financial statements, illegal acts, instances of noncompliance, or abuse that come to our attention (unless they are clearly inconsequential), and disagreements with management and other serious difficulties encountered in performing the audit. We also will communicate to you and to management any significant deficiencies or material weaknesses in internal control that become known to us during the course of the audit. Other matters arising from the audit that are, in our professional judgment, significant and relevant to you in your oversight of the financial reporting process will be communicated to you in writing after the audit.

### **Independence**

Our independence policies and procedures are designed to provide reasonable assurance that our firm and its personnel comply with applicable professional independence standards. Our policies address financial interests, business and family relationships, and nonaudit services that may be thought to bear on independence. For example, without our permission no partner or professional employee of Macias Gini & O'Connell LLP is permitted to have any direct financial interest or a material indirect financial interest in a client or any affiliates of a client. Also, if an immediate family member or close relative of a partner or professional employee is employed by a client in a key position, the incident must be reported and resolved in accordance with Firm policy. In addition, our policies restrict certain nonaudit services that may be provided by Macias Gini & O'Connell LLP and require audit clients to accept certain responsibilities in connection with the provision of permitted non-attest services.

## **The Audit Planning Process**

Our audit approach places a strong emphasis on obtaining an understanding of how the Authority functions. This enables us to identify key audit components and tailor our procedures to the unique aspects of your operations. The development of a specific audit plan will begin by meeting with you and with management to obtain an understanding of business objectives, strategies, risks, and performance.

As part of obtaining an understanding of your business and its environment, we will obtain an understanding of internal control. We will use this understanding to identify risks of material misstatement, which will provide us with a basis for designing and implementing responses to the assessed risks of material misstatement. We will also obtain an understanding of the users of the financial statements in order to establish an overall materiality level for audit purposes. We will conduct formal discussions among engagement team members to consider how and where your financial statements might be susceptible to material misstatement due to fraud or error.

We will also use our understanding of internal controls to identify risks of material noncompliance, which will provide us with a basis for designing and implementing responses to the assessed risks of material noncompliance with laws, regulations, and provisions of agreements that have a direct and material impact on major federal programs. We will also obtain an understanding of the users of compliance reporting in order to establish applicable materiality level(s) for compliance audit purposes. We will conduct formal discussions among engagement team members to consider how and where your financial statements and compliance with applicable requirements for major programs might be susceptible to material noncompliance due to fraud, error, or abuse.

## **The Concept of Materiality in Planning and Executing the Audit**

We apply the concept of materiality both in planning and performing the audit, evaluating the effect of identified misstatements and compliance on the audit, and the effect of uncorrected misstatements, if any, on the financial statements, and in forming the opinions in our reports. Our determination of materiality is a matter of professional judgment and is affected by our perception of the financial and compliance information needs of users of the financial statements and compliance reports. We establish performance materiality at an amount less than materiality for the financial statements as a whole to allow for the risk of misstatements that may not be detected by the audit. We use performance materiality for purposes of assessing the risks of material misstatement and determining the nature, timing and extent of further financial audit procedures. Our assessment of materiality throughout the audit will be based on both quantitative and qualitative considerations. Because of the interaction of quantitative and qualitative considerations, misstatements of a relatively small amount could have a material effect on the current financial statements and noncompliance as well as financial statements and noncompliance of future periods. We will accumulate misstatements identified during the audit, other than those that are clearly trivial. At the end of the audit, we will inform you of all individual unrecorded misstatements aggregated by us in connection with our evaluation of our audit test results. We will also accumulate information concerning noncompliance during the audit and communicate information concerning noncompliance in accordance with applicable provisions of *Government Auditing Standards* issued by the Comptroller General of the United States; the Single Audit Act; the U.S. Office of Management and Budget Uniform Guidance, the *Passenger Facility Charge Audit Guide for Public Agencies*, issued by the Federal Aviation Administration for the Authority's Passenger Facility Charge Program; and the *California Civil Code Section 1936*, as amended for the Authority's Customer Facility Charge Program.

## **Our Approach to Internal Control and Compliance Relevant to the Audit**

Our audit of the Authority's basic financial statements will include obtaining an understanding of internal control sufficient to plan the audit and to determine the nature, timing, and extent of audit procedures to be performed. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Our review and understanding of the Authority's internal control is not undertaken for the purpose of expressing an opinion on the effectiveness of internal control.

We will issue reports on internal control related to the financial statements and major programs. These reports describe the scope of testing of internal control and the results of our tests of internal controls. Our reports on internal control will include any significant deficiencies and material weaknesses in the system of which we become aware as a result of obtaining an understanding of internal control and performing tests of internal control consistent with the requirements of the *Government Auditing Standards* issued by the Comptroller General of the United States, the Single Audit Act, and the Uniform Guidance.

We will issue reports on compliance with laws, regulations, and the provisions of contracts or grant agreements. We will report on any noncompliance which could have a material effect on the financial statements and any noncompliance which could have a direct and material effect on each major program.

Our reports on compliance will address material errors, fraud, abuse, violations of compliance requirements, and other responsibilities imposed by state and federal statutes and regulations and assumed contracts; and any state or federal grant, entitlement, or loan program questioned costs of which we become aware, consistent with the requirements of the standards and circular identified above.

## **Using the Work of Internal Auditors**

As part of our understanding of internal control, we will obtain and document an understanding of your internal audit function. We will read relevant internal audit reports issued during the year to determine whether such reports indicate a source of potential error or fraud that would require a response when designing our audit procedures. Because internal auditors are employees, they are not independent, and their work can never be substituted for the work of the external auditor. We may, however, alter the nature, timing, and extent of our audit procedures, based upon the results of the internal auditor's work or use them to provide direct assistance to us during the performance of our audit.

## **Timing of the Audit**

We have scheduled preliminary audit field work for the week of August 29, 2022, with final field work commencing the week of September 26, 2022. Management's adherence to its closing schedule and timely completion of information used by us in performance of the audit is essential to timely completion of the audit.

## **Closing**

We will be pleased to respond to any questions you have about the foregoing. We appreciate the opportunity to be of service to the Burbank-Glendale-Pasadena Airport Authority.

This communication is intended solely for the information and use of the Members of the Board of Commissioners and is not intended to be and should not be used by anyone other than these specified parties.

Very truly yours,

*Macias Gini & O'Connell LLP*



Certified  
Public  
Accountants

August 16, 2022

**To the Management of the Burbank-Glendale-Pasadena Airport Authority:**

Macias Gini & O'Connell LLP (MGO) is pleased to confirm our understanding of the services we are to provide to the Burbank-Glendale-Pasadena Airport Authority (the Authority) commencing with the fiscal year ended June 30, 2022, as set forth in the Professional Services Agreement dated April 4, 2022, and related Purchase Order No. A7097 between the Authority and MGO for annual professional auditing services (Agreement). This letter summarizes our professional responsibilities under professional auditing standards in addition to management responsibilities.

**Audit of the Financial Statements and Internal Control over Financial Reporting**

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS), the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; and the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement, whether caused by error or fraud, and whether effective internal control over financial reporting was maintained in all material respects. Accordingly, there is some risk that a material misstatement of the financial statements or a material weakness in internal control over financial reporting would remain undetected. Although not absolute assurance, reasonable assurance is a high level of assurance. Also, the audit is not designed to detect error or fraud that is immaterial to the financial statements or deficiencies in internal control over financial reporting that, individually or in combination, are less severe than a material weakness. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or decline to issue a report as a result of our engagement.

An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. If appropriate, our procedures will therefore include tests of documentary evidence that support the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of cash, investments, and certain other assets and liabilities by correspondence with creditors and financial institutions. As part of our audit process, we will request written representations from your attorneys, and they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the financial statements and related matters.

Our audit will include obtaining an understanding of the Authority and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance (whether caused by errors, fraudulent financial reporting, misappropriation of assets, detected abuse or violations of laws or governmental regulations) may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America. Please note that the determination of abuse is subjective, and *Government Auditing Standards* does not require auditors to detect abuse.

In making our risk assessments, we consider internal control relevant to the Authority's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. Our responsibility as auditors is, of course, limited to the period covered by our audit and does not extend to any other periods.

Notwithstanding the unprecedented circumstances resulting from the COVID-19 outbreak, we continue to have a professional obligation to gather sufficient appropriate audit evidence in support of your basic financial statements. Travel restrictions, actual or suspected infections, work from home requirements, changes – such as work force reductions – made to accommodate the current business environments, or other similar matters may result in delays in your employees' ability to provide us the necessary audit evidence on a timely basis or at all. Similarly, such matters may impact our own ability to collect or appropriately assess necessary audit evidence on a timely basis or at all.

Should such events occur, you and MGO will make good faith efforts to complete alternative procedures to gather and assess necessary audit evidence. Such procedures might include, but not be limited to, our respective employees working from home, transferring more audit information via electronic modes (preferably through our secure MGO Exchange portal), and meeting virtually rather than in-person. As to audit evidence transferred via electronic modes, you are responsible to ensure that such evidence is authentic, complete, and accurate for the purposes it is meant to serve. MGO will perform, as it deems necessary, incremental procedures to validate the authenticity, completeness, and accuracy of such audit evidence.

As necessary, and as indicated in the Fees section of the Agreement, we will notify you if such alternative procedures require additional efforts and, if possible, an estimate of the additional cost. In particular, impacts from the COVID-19 outbreak may result in our inability to properly complete the engagement or require us to include such an explanatory or emphasis paragraph in our auditor's report.

We will issue a written report upon completion of our audit of Authority's basic financial statements and its internal control over financial reporting. Our report will be addressed to the Board of Commissioners (governing body) of the Authority. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

## **Audit of Major Program Compliance**

Our audit of the Authority's major federal award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; and the Uniform Guidance, and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance and other procedures we consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the Authority has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major federal award programs. Our procedures will consist of determining major federal programs and performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the Authority's major programs. The purpose of those procedures will be to express an opinion on the Authority's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the Authority's major federal award programs. However, our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the Authority's major federal award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

## **Management Responsibilities for the Authority's Annual Financial Audits**

In accordance with American Institute of Certified Public Accountants (AICPA) Professional Standard AU-C 210, *Terms of Engagement*, paragraph .06 b), the auditor is required to obtain the agreement of the audit client's management that it acknowledges and understands its management responsibilities as outlined below.

Authority management is responsible for the following:

- 1) Establishing and maintaining effective internal controls, including monitoring ongoing activities.
- 2) The selection and application of accounting principles.
- 3) The preparation and fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States (U.S. GAAP).
- 4) Making all financial records and related information available to MGO and for the accuracy and completeness of that information.
- 5) Providing MGO with:
  - Access to all information of which Authority management is aware that is relevant to the preparation and fair presentation of the financial statements;

- Access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit;
  - Additional information that MGO may request for the purpose of the audit; and
  - Unrestricted access to persons within the Authority from whom MGO determines it necessary to obtain audit evidence.
- 6) Adjusting the financial statements to correct material misstatements and confirming to MGO in a management representation letter that the effects of any uncorrected misstatements aggregated by MGO during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as a whole.
  - 7) The design and implementation of programs and controls to prevent and detect fraud.
  - 8) Informing MGO about all known or suspected fraud affecting the Authority involving:
    - Management;
    - Employees who have significant roles in internal control; and
    - Others where the fraud could have a material effect on the financial statements.
  - 9) Informing MGO of its knowledge of any allegations of fraud or suspected fraud affecting the Authority received in communications from employees, former employees, grantors, regulators, or others.
  - 10) Identifying and ensuring that the Authority complies with applicable laws and regulations.
  - 11) Acknowledging management's responsibility for the preparation of the other supplementary information, which we have been engaged to report on, and providing us with the written representation letter that Authority management believes that the supplementary information, including its form and content, is fairly presented in accordance with GAAP.
  - 12) Identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.
  - 13) Identifying all federal awards received and understanding and complying with the compliance requirements for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance.
  - 14) Acknowledging to MGO in the written representation letter that a) management is responsible for the presentation of the schedule of passenger facility charges revenues and expenditures in accordance with the *Passenger Facility Charge Audit Guide for Public Agencies* (Guide) issued by the Federal Aviation Administration; b) management believes the schedule of passenger facility charges revenues and expenditures, including its form and content, is stated fairly in accordance with the Guide; c) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and d) management has disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the of the schedule of passenger facility charges revenues and expenditures.
  - 15) Acknowledging to MGO in the written representation letter that a) management is responsible for the presentation of the schedule of customer facility charges revenues and expenditures in accordance with the *California Civil Code Section 1936, as amended* (Code); b) management believes the schedule of customer facility charges revenues and expenditures, including its form and content, is stated fairly in accordance with the Code; c) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and d) management has disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the of the schedule of customer facility charges revenues and expenditures.

- 16) Acknowledging to MGO in the written representation letter that a) management is responsible for the presentation of the schedule of expenditure in federal awards in accordance with the Uniform Guidance; b) management believes the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; c) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and d) management has disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards
- 17) Establishing and maintaining a process for tracking the status of audit findings and recommendations.
- 18) Providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the "Scope of Services" section of the Agreement. This responsibility includes relaying to MGO corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies.
- 19) Providing management's views on MGO's current findings, conclusions, and recommendations, as well as its planned corrective actions, for the report, and for the timing and format for providing that.
- 20) Authority management agrees to assume all management responsibilities related to the financial statements and related notes, and any other nonaudit services MGO provides. Further, Authority management agrees to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them. Because of the inherent limitations of an audit, together with inherent limitations of internal control, an unavoidable risk exists that some material misstatements may not be detected, even though the audit is properly planned in accordance with U.S. GAAP and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will also include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

MGO appreciates the opportunity to be of service to the Authority. If you have any questions, please let us know.

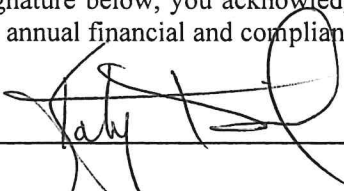
Very truly yours,



Peter S. George, CPA  
Partner, Macias Gini & O'Connell LLP

By your signature below, you acknowledge and understand your responsibilities as management for the Authority's annual financial and compliance audits for fiscal year ended June 30, 2022.

**By:**

  
\_\_\_\_\_

**Title:**

Deputy Executive Director, Finance and Administration  
\_\_\_\_\_

**STAFF REPORT PRESENTED TO THE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
OCTOBER 3, 2022**

**AUTHORIZATION TO ACQUIRE REPLACEMENT  
AIRPORT FIRE DEPARTMENT RESCUE VEHICLE**

Prepared by  
Assistant Chief Lewis Pianka  
Airport Fire Department

**SUMMARY**

Subject to the recommendation of the Operations and Development Committee ("Committee") at its meeting immediately preceding the Commission meeting, Staff seeks authorization from the Commission to issue a future purchase order in a not-to-exceed amount of \$400,000 to acquire a previously owned Aircraft Rescue and Fire Fighting ("ARFF") vehicle. An update to the Commission will be provided if a suitable previously owned ARFF vehicle is acquired.

**BACKGROUND**

The Authority currently owns a 2008 Ford F550 chassis with a custom compartment box rescue truck with 27,500 miles. This chassis is considered a "light rescue" ARFF vehicle with support/medical response equipment for a Captain and 2 Firefighters. The vehicle is also equipped with full automobile and aircraft extrication/ingress tools, specialized aircraft appliances, EMS equipment, and firefighter personal protective equipment ("PPE"). This fourteen year-old vehicle has exceeded its useful operational life.

The Airport Fire Department is recommending any replacement ARFF vehicle have the added feature of being equipped with a water tank and pump. This additional equipment will provide enhanced response capability to address emergency calls.

**PROCUREMENT**

ARFF vehicle manufacturers have advised that orders placed now have an expected delivery date of between two and three years. Because of this supply situation for new vehicles, Staff has conducted research and discovered a secondary market for fire pumper vehicles with significant useful remaining life at a price range between \$250,000 to \$400,000 through a certified broker, Fire Trucks Unlimited. This broker is located in Las Vegas, Nevada and has done business with the Authority in the past. These vehicles can be modified to carry the essential medical and support equipment described above.

Similar to the market for used non-ARFF vehicles, the price for a used ARFF vehicle varies on age, mileage, and vehicle condition. The market has many available model units in great condition with low mileage and the option to refurbish and customize. A sample is depicted in the attached photo. This option would allow the Authority to immediately acquire a rescue pumper unit with a useful life of at least 5-7 years.

## BUDGET

Appropriations in the amount of \$400,000 for acquisition of a replacement ARFF vehicle are included in the FY 2023 budget.

## RECOMMENDATION

Subject to the recommendation of the Committee at its meeting immediately preceding the Commission meeting, Staff seeks authorization from the Commission to issue a future purchase order in a not-to-exceed amount of \$400,000 to acquire a previously owned ARFF vehicle.

Example of a Secondary Market ARFF Vehicle



**STAFF REPORT PRESENTED TO THE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
OCTOBER 3, 2022**

**FIRST EXTENSION OPTION AND LANDSCAPE EQUIPMENT ELECTRIFICATION  
LANDSCAPE MAINTENANCE SERVICES AGREEMENT  
PARKWOOD LANDSCAPE MAINTENANCE, INC.**

Prepared by Anthony DeFrenza  
Director, Engineering and Maintenance

**SUMMARY**

At its meeting held on September 19, 2022, the Operations and Development Committee voted unanimously (3–0) to recommend that the Commission exercise the first of two one-year extension options for the Landscape Maintenance Services Agreement (“Agreement”) with Parkwood Landscape Maintenance, Inc. (“Parkwood”). Staff further seek a recommendation to authorize a proposed additional monthly cost of \$1,250 to replace all gas-powered landscape equipment used at the Airport with electric equipment.

**BACKGROUND**

After a competitive process, on November 4, 2019, the Commission awarded the Agreement to Parkwood Landscape Maintenance, Inc. for a three-year base period, at pre-determined rates for monthly landscape maintenance services. The Agreement also defines hourly rates for on-call additional services that may be required. Additional services may include sprinkler controller replacement, complete irrigation system replacement, and Part 139 on-and-off airport tree trimming or topping. The Agreement is set to expire on December 31, 2022, and two one-year extension options are available to the Authority. The Agreement includes pre-determined monthly rates for each of the extension options available. If the proposed extension is approved, the monthly rate will increase to \$21,191 on January 1, 2023, from the current monthly rate of \$19,992.

Additionally, at the direction of the Commission, Staff requested Parkwood to replace gas-powered landscape equipment with electric alternatives for hedge trimmers, weed whackers, leaf blowers, and lawn mowers. Parkwood indicated that for an additional monthly cost of \$1,250, it will replace the gas-powered equipment. If the proposed additional cost is approved, the process to convert from gas-powered equipment to electric will begin immediately and will be fully implemented by January 1, 2023. Parkwood will not be eligible for the any of the proposed additional monthly cost until all the gas-powered equipment used to service the Airport has been replaced by electric equipment.

At the proposed monthly rate increase, Parkwood communicated that the cost of purchasing electric equipment to replace existing gas-powered equipment is amortized over 12-18 months. The electric equipment to be purchased will be assigned to be used exclusively servicing the Airport. Additionally, utilizing electric landscape equipment increases ongoing equipment replacement costs, as the lifespan of electrical equipment is currently less than that of gas-powered equipment.

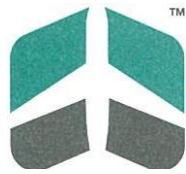
Parkwood is in good standing with its obligations to the Authority and has maintained a satisfactory level of service throughout the base term of the Agreement.

#### BUDGET

Appropriations for these services are included in the adopted FY 2023 budget.

#### RECOMMENDATION

At its meeting held on September 19, 2022, the Committee voted unanimously (3–0) to recommend that the Commission approve to exercise the first extension option and authorize Staff to: (i) issue a Notice of Extension to Parkwood, copy attached, and (ii) issue a Change Order for the conversion from gas-powered landscape equipment to electric landscape equipment.



**Hollywood  
Burbank  
Airport**

October 3, 2022

Via E-mail

Mr. David Melito  
**Parkwood Landscape Maintenance, Inc.**  
16443 Hart Street  
Van Nuys, CA 91406  
dmelito@parkwoodlandscape.com

**Re: November 4, 2019 Landscape Maintenance Services  
Agreement**

Dear Mr. Melito:

I write on behalf of the Burbank-Glendale-Pasadena Airport Authority ("Authority") with reference to the November 4, 2019 Landscape Maintenance Services Agreement ("Agreement") executed by the Authority and Parkwood Landscape Maintenance, Inc. ("Parkwood"). Pursuant to Section 3.B. of the Agreement, the Authority has the option to exercise two contract extensions which would extend the term for one year at a time. This letter serves as notice that, at its October 3, 2022 meeting, the Authority Commission approved the exercise of Extension Option 1, extending the term through December 31, 2023. In accordance with the Fee Schedule, the Year 4 monthly rate of \$21,191 will be effective on January 1, 2023.

Additionally, the Commission approved the proposed additional monthly cost of \$1,250 to provide all electric landscape equipment (e.g., hedge trimmers, weed whackers, leaf blowers, lawn mowers). The conversion from gas operated equipment to electric shall begin as soon as possible and must be fully implemented by January 1, 2023. Parkwood is not eligible for the additional monthly cost until the all the gas operated equipment used servicing the airport has been replaced by electric equipment.

A Change Order to the Agreement will follow to incorporate the changes associated with all electric landscape equipment into the agreement.

If you have any questions, please contact us at your convenience.

Anthony DeFrenza  
Director, Engineering and Maintenance

**STAFF REPORT PRESENTED TO THE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
OCTOBER 3, 2022**

**MEMORANDUM OF ADJACENT PROPERTY  
REPLACEMENT PASSENGER TERMINAL SELECTION  
COVENANT AND ENVIRONMENTAL RESTRICTION ON PROPERTY**

Prepared by Terence Boga, Esq.  
General Counsel

**SUMMARY**

At its meeting on September 26, 2022, the Executive Committee (“Committee”) voted (2-0, 1 absent) to recommend that the Commission approve a Memorandum of Adjacent Property Replacement Passenger Terminal Selection (“Terminal Selection Memo”) (copy attached as Exhibit 1) and a Covenant and Environmental Restriction on Property (“Land Use Covenant”) (copy attached as Exhibit 2). The Terminal Selection Memo formally designates the Adjacent Property as the location of the Replacement Passenger Terminal (“RPT”). The Land Use Covenant memorializes development and use restrictions imposed on the Adjacent Property by the Los Angeles Regional Water Quality Control Board (“LARWQCB”).

**BACKGROUND**

In 1996 the Authority filed a condemnation (eminent domain) lawsuit to acquire Lockheed’s 130-acre B-6 Property — located east of Runway 15-33, north of Runway 8-26, west of Hollywood Way, and south of San Fernando Road — for a terminal expansion project. This led to years of litigation with the City of Burbank. Ultimately, the Authority obtained a 49-acre portion next to the airport, which would come to be known as the “Adjacent Property.” The remaining 81 acres of the site were placed in trust and would come to be known as the “Trust Property.” The Trust Property was sold in phases and has now been developed with the Avion Burbank project.

In 1999, as part of the resolution of the B-6 Property condemnation lawsuit, the Authority and the City of Burbank executed an easement that imposed use restrictions on the Adjacent Property. The Authority and the City subsequently executed a first amendment to the easement (2003) and then an amendment/restatement of the easement (2005). In key part, the easement precluded the Authority from using the Adjacent Property for any purpose not authorized by the Burbank City Council through a land use plan approval pursuant to Public Utilities Code Section 21661.6. The easement also prohibited the Adjacent Property from being used for any airport project other than a surface parking facility.

In 2016, after many years of negotiations, the Authority and the City of Burbank reached a consensus on entitlements for a 14-gate 355,000 square foot RPT and ancillary airport improvements. Burbank voters overwhelmingly ratified the entitlements that year in a Measure B vote with 70% support. The Authority has a vested right to the entitlements under a Development Agreement (“DA”) executed in 2017.

## ITEMS FOR APPROVAL

Commission approval is sought for a Terminal Selection Memo and a Land Use Covenant. Although necessary for the RPT Project to continue moving forward, approval of these items will not accelerate the start of construction, which currently is anticipated to begin in approximately 16-18 months.

### A. Terminal Selection Memo

The entitlements approved by the City of Burbank allow the Authority to select the airport land on which the RPT will be built. This discretion is addressed in Sections 4.1(a) and 5.5 of the DA (copy attached as Exhibit 3).

As previously noted, after the conclusion of the B-6 Property condemnation lawsuit, the Authority and the City of Burbank executed an easement prohibiting the Adjacent Property from being used for an airport project other than a surface parking lot. During the RPT entitlement negotiations the Authority and the City recognized that this prohibition would preclude the Authority from choosing the Adjacent Property as the RPT site. Thus, concurrently with the DA becoming effective, the Authority and the City executed an Adjacent Property easement modification (copy attached as Exhibit 4) in 2017.

The easement modification allows the Authority to record a memo identifying the location chosen for the RPT. Pursuant to Sections 1.1 and 2.1 of the easement modification, recordation of a memo selecting the Adjacent Property automatically triggers a further revision of the Adjacent Property easement to permit construction of the RPT and ancillary airport improvements specified in the entitlements. Moreover, pursuant to Section 5 of the easement modification, recordation of a memo selecting the Adjacent Property eventually will lead to termination of the Adjacent Property easement. Once the building official determines that the RPT foundation has been poured and one RPT wall has been erected, the City of Burbank is required to terminate the Adjacent Property easement.

The Authority has always considered the Adjacent Property to be the preferred location for the RPT. Among other reasons, as compared to the southwest quadrant of the airport, the Adjacent Property has logistical advantages (e.g. an undeveloped site) and avoids disruption of long-term leases. However, the Authority has delayed making a formal site selection pending additional analysis of the Adjacent Property's soil and ground water contamination. As discussed in the following section, the Authority now has clearance from the LARWQCB to construct the RPT on the Adjacent Property.

### B. Land Use Covenant

In 2017 the Authority retained EFI Global, Inc. to perform soil and soil vapor sampling on the Adjacent Property. Another consultant, Geosyntec Consultants, Inc., used the sampling results to prepare a Human Health Risk Assessment ("HHRA") for submission to state and local regulatory agencies. The HHRA's Summary and Conclusions section (copy attached as Exhibit 5) declares:

“In summary, based on the results of the investigation and the risk assessment, the Adjacent Property is compatible for the construction of and operation of a replacement passenger terminal and associated facilities. Potential exposures to chemicals reported in soil and soil vapor samples are not likely to result in adverse health effects to a construction worker or to an off-site worker. Further, potential exposures to chemicals reported in soil and soil vapor samples are not likely to result in adverse health effects to an airport worker or the occasional airport passenger or visitor. The results indicate that remediation is not warranted for the redevelopment of the site into a new airport terminal.”

The LARWQCB issued a January 29, 2018 letter (copy attached as Exhibit 6) approving the HHRA. In key part, the approval letter states: “the Regional Board considers the Adjacent Property compatible for the construction of and operation of an airport replacement passenger terminal and associated facilities (replacement terminal complex).” As part of the approval, the LARWQCB requires the Authority to record a Land Use Covenant to prohibit uses on the Adjacent Property other than those permissible as an airport terminal complex. The prohibited uses include homes, schools, and childcare facilities.

Special counsel for the Authority, Norm Dupont of the Ring Bender law firm, recently completed negotiations with the LARWQCB on the terms of a Land Use Covenant. Section 3.1 of the proposed Land Use Covenant sets forth the restrictions on development and use of the Adjacent Property. These restrictions include a limitation that the site only may be used for industrial, commercial, office space, and Airport Zone uses as authorized by the Burbank Municipal Code now or in the future. They also include a requirement that LARWQCB approval be obtained prior to any excavation work at depths more than 25 feet below ground surface. After the Land Use Covenant is recorded, the Authority must reference it in all deeds and leases for any portion of the Adjacent Property.

### RECOMMENDATION

The Committee recommends that the Commission approve the attached Terminal Selection Memo, approve the attached Land Use Covenant subject to any clerical revisions requested by the LARWQCB and deemed acceptable by the General Counsel, and authorize both documents to be executed and recorded.

#### Attachments:

- Exhibit 1: Memorandum of Adjacent Property Replacement Passenger Terminal Selection
- Exhibit 2: Covenant and Environmental Restriction on Property
- Exhibit 3: Development Agreement Excerpts
- Exhibit 4: Modification to Amended and Restated Grant of Easements, Declaration of Use Restrictions and Agreement for Adjacent Property
- Exhibit 5: Human Health Risk Assessment Excerpt
- Exhibit 6: Los Angeles Regional Water Quality Control Board Letter Approving Human Health Risk Assessment

**STAFF REPORT PRESENTED TO THE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
OCTOBER 3, 2022**

**XI-3 CONTRACT AMENDMENT  
REPLACEMENT PASSENGER TERMINAL PROJECT  
PROGRESSIVE DESIGN-BUILD PROCUREMENT CONSULTANT SERVICES**

Prepared by Patrick Lammerding  
Deputy Executive Director, Planning and Development

**SUMMARY**

At its meeting held on September 26, 2022, the Executive Committee voted (2–0, 1 absent) to recommend that the Commission approve a proposed Amendment No. 1, copy attached, to the Professional Services Agreement (“Agreement”) with XI-3 Corporation (“XI-3”) revising the not-to-exceed amount from \$50,000 to \$96,000 for coordination and evaluation services in connection with the Progressive Design-Build Services Request for Proposals (“RFP”) for the Replacement Passenger Terminal (“RPT”) Project.

As was undertaken during the Request for Qualifications (“RFQ”) process, XI-3 would continue to serve as an independent party to coordinate the evaluation process of selecting a progressive design-build team by the end of this calendar year. Details of the Scope of Work are listed in Exhibit A of the proposed Amendment No. 1.

**BACKGROUND**

The Commission approved the use of the progressive design-build project delivery method for the RPT Project on May 20, 2019. The procurement of progressive design-build services is a two-step process consisting of: (1) issuance of an RFQ; and (2) issuance of an RFP to shortlisted respondents. On June 20, 2022, five statements of qualifications were received and deemed responsive. On July 18, 2022, the Commission approved a short-list of three firms which are:

- Austin-Webcor, Contractor/ Fentress, Architect/ TYLin, Engineer/ Granite, Subcontractor (Pre-con & Civil partner)
- Holder-Pankow, JV Contractor/ Corgan, Architect/ Burns & McDonnell, Engineer
- Turner, Contractor/ HNTB, Architects and Engineers/ Flatiron, Subcontractor (Pre-con & Civil partner)

Proposals are due in October. To provide an independent technical review of the submittals and coordination of the evaluation panel, Staff is proposing that the services of Ms. Rebekah Gladson, FAIA, AUA, DBIA of XI-3 Corporation continue to be retained. Ms. Gladson has over 30 years of experience with progressive design-build programs and most recently provided similar services to Los Angeles World Airports and University of California, Irvine where she served as Vice-Chancellor.

The evaluation panel that served during the RFQ process remains the same as is comprised of Staff, an airline representative, one current and one former City of Burbank employee (both having extensive knowledge of the RPT Project), and an advisor from San Francisco International Airport. Again, Jacobs is not included in the evaluation panel and will not be participating in the evaluation of proposals.

#### BUDGET IMPACT

Appropriations for these services are included in the adopted FY 2023 budget.

#### RECOMMENDATION

At its meeting held on September 26, 2022, the Executive Committee voted (2–0, 1 absent) to recommend that the Commission approve Amendment No. 1 to the Agreement with XI-3 for a revised not-to-exceed amount of \$96,000 for coordination and evaluation services in conjunction with the selection process for the RPT Project progressive design-build services and authorize the President to execute the same.

**AMENDMENT NO. 1 TO  
PROFESSIONAL SERVICES AGREEMENT  
(Burbank-Glendale-Pasadena Airport Authority / XI-3)**

This Amendment No. 1 (“First Amendment”) to the June 27, 2022 Professional Services Agreement (“Agreement”) executed by the Burbank-Glendale-Pasadena Airport Authority (“Authority”), a California joint powers agency, and XI-3 (“Consultant”), a New Mexico corporation, is dated October 3, 2022 for reference purposes.

**R E C I T A L S**

A. The parties executed the Agreement to provide for the Authority’s retention of Consultant as an independent contractor to provide the following professional services: replacement passenger terminal project progressive design-builder procurement consulting.

B. The parties desire to amend the Agreement to expand the scope of services and increase the contract limit.

**NOW, THEREFORE**, the parties agree as follows:

**1. Amendment of Section 1.** Paragraph (C) of Section 1 (Definitions) of the Agreement is amended to read as follows:

“C. ‘Contract Limit’: Not-To-Exceed \$96,000.”

**2. Amendment of Section 1.** Paragraph (K) of Section 1 (Definitions) of the Agreement is amended to read as follows:

“K. ‘Services’: the tasks set forth in the Proposal and the Supplemental Proposal.”

**3. Amendment of Section 1.** Section 1 (Definitions) of the Agreement is amended by adding a new paragraph (M) to read as follows:

“M. ‘Supplemental Proposal’: Consultant’s September 8, 2022 proposal set forth in the attached Exhibit A-1.”

**4. Addition of Exhibit A-1.** The attached Exhibit A-1 is added to the Agreement and incorporated by reference.

**5. Counterparts.** This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same document.

**6. Preservation of Agreement.** Except as expressly modified by this First Amendment, all of the provisions of the Agreement shall remain unaltered and in full force and effect. In the event of a conflict between the provisions of this First Amendment and the provisions of the Agreement, the provisions of this First Amendment shall control.

**TO EXECUTE THIS FIRST AMENDMENT**, the parties have caused their duly authorized representatives to sign below.

**XI-3**



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Rebekah Gladson, President

**Burbank-Glendale-Pasadena Airport Authority**

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Emily Gabel-Luddy, President

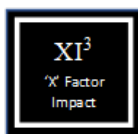
Approved as to form:

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Richards, Watson & Gershon  
A Professional Corporation

**EXHIBIT A-1**  
**Supplemental Proposal**

(attached)



**Regarding: Hollywood Burbank Airport Replacement Passenger Terminal Project  
XI-3 Consulting Contract**

September 8, 2022

Dear Mr. John Hatanaka, Senior Deputy, Executive Director

Thank you for the opportunity to submit a proposal to assist the Burbank-Glendale-Pasadena Airport Authority (BGPA) in the **review of Design Build Teams Proposals and Board Prep/Presentation** for the project above.

My experience in Progressive Design Build projects is extensive and over the past 10 years I have assisted owners and Design Build Teams on over \$6B (current market value) of Progressive Design Build projects. My experience on collaborative design building and traditional Design Build projects exceeds \$10B (current market value), Design Build is a superior project delivery model if the owner chooses the right team and manages/participates in the process.

**Scope of Work**

1. Preparation for Pre-Proposal Meeting	4 hrs.	Aug
2. RFP Pre-Proposal Meeting	7 hrs.	
3. Assist with development of procurement schedule.	3 hrs.	
4. Review and comment on RFP Evaluation Manual for Jacobs.	6 hrs.	Oct
5. Review with the Evaluation Committee the RPT Evaluation Manual, October 7 <sup>th</sup> .	4 hrs.	
6. Check in calls with BUR Procurement manager and Evaluation committee. It is anticipated that there will be a minimum of one to two calls, plus calls with BUR Procurement manager.	5 hrs.	
7. Develop questions for DB Team Interviews.	3 hrs.	
8. Review and create Summary Document of DB Team Proposals for the Hollywood Burbank Airport Replacement Passenger Terminal Project. It is anticipated that three Design Build Team Proposals will be received. (In-Person)	24 hrs.	
9. Curriculum development for Progressive Design Build seminar for BUR in-house staff.	12 hrs.	Nov
10. A Summary document of three Proposal Review comments will be shared with the Scoring Team on October 29 <sup>th</sup> .	6 hrs.	
11. Preparation for DB Team interviews with BUR and Jacobs.	4 hrs.	
12. Facilitate DB Team interviews. It is anticipated that there will be three interviews over two days.	16 hrs.	
13. Preparation of Draft Staff Report for the Airport Board based on the written proposals prior to interview. Draft Staff Report will be revised post Evaluation Committee interviews.	6 hrs.	
14. Assist BUR Procurement Manager with preparation of scoring documents as needed.	2 hrs.	Dec
15. Develop with Jacobs and BUR the Board Presentation on recommended DB Team selection.	6 hrs.	
16. Prep for Executive Committee call with team and EC call	4 hrs.	

17. Presentation on the review and recommendations of the Evaluation committee's selection for the Design Build Team to the Airport Board on December 19. (In-Person)	6 hrs.	} Dec
18. Miscellaneous questions/calls and emails and contingency time.	18 hrs.	
	136 Hrs.	

Hourly contract work will end on December 30, 2022 or thereabouts. If additional effort is required by BGPAA, the hourly rate will remain at \$400.00, and the scope and time will be mutually determined and agreed upon by BGPAA and Rebekah Gladson.

Previous contract was for \$50,000. Invoice #001 (\$35,310.00) which leaves a balance of \$14,690.00 on existing contract.

Anticipated based on the Scope of Work	\$54,400.00
Projected reimbursable expenses	\$ 6,000.00

### Fee

Fee will be based on an hourly rate of \$400.00 per hour. The hours for the Scope of Work above will not exceed 136 hours for approximately \$54,400.00. Travel, food, lodging and transportation will be billed at cost, with an agreed to per diem for food allowance. (Estimated reimbursable \$6,000.00)

Total Anticipated Fee and Reimbursable Expenses \$ 60,400.00. (\$60,400 - \$14,690 = \$45,410)  
Recommended New Authorization for \$ 46,000.00.

Mr. Hatanaka, please let me know if the above proposal is responsive to BGPAA's needs or if modifications are needed.

Sincerely,



Rebekah Gladson, FAIA, AUA, DBIA

**STAFF REPORT PRESENTED TO THE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
OCTOBER 3, 2022**

**APPOINTMENT OF TREASURER AND AUDITOR**

Presented by  
John Hatanaka  
Senior Deputy Executive Director

**SUMMARY**

At its meeting of July 18, 2022, the Commission elected a President, Vice President, and Secretary in accordance with the joint powers agreement. The Commission also appointed an Assistant Secretary and, due to a vacancy in the Glendale representatives, requested Commissioner Najarian to serve as both Interim Treasurer and Auditor. Commissioner Najarian has been generous with his time fulfilling both roles for the past few months. To improve the workload distribution, Staff recommends that the Commission reconsider appointment of Treasurer and Auditor so that the offices are filled by two different Commissioners for the remainder of the fiscal year.

**BACKGROUND**

Sections 2.4.2 and 2.4.3 of the joint powers agreement address the Treasurer and Auditor offices. These provisions require the Commission to appoint a Treasurer and an Auditor, but they do not require that such appointments be made at any particular time of year. Traditionally, the Commission has appointed a Treasurer and Auditor at the first July meeting. Prior to Commissioner Najarian serving concurrently as Treasurer and Auditor, former Commissioner Agajanian served as Treasurer and Commissioner Gabel-Luddy served as Auditor.

**RECOMMENDATION**

Staff recommends that the Commission make appointments to the offices of Treasurer and Auditor.

**LANDSCAPE MAINTENANCE SERVICES AGREEMENT**  
(Burbank-Glendale-Pasadena Airport Authority/Parkwood Landscape Maintenance, Inc.)

THIS LANDSCAPE MAINTENANCE SERVICES AGREEMENT ("Agreement") is dated November 4, 2019 for reference purposes and is executed by the Burbank-Glendale-Pasadena Airport Authority ("Authority"), a California joint powers agency, and Parkwood Landscape Maintenance, Inc. ("Contractor"), a California corporation.

**RECITALS**

A. The Authority owns and operates the Bob Hope Airport (commonly known as Hollywood Burbank Airport) ("Airport") and desires to retain Contractor as an independent contractor to provide the following professional services: landscape maintenance services.

B. Contractor represents that it is fully qualified to perform such work by virtue of the training and experience of its personnel.

**NOW, THEREFORE**, the parties agree as follows:

**1. Definitions.** In addition to the terms defined above, the following definitions shall apply for purposes of this Agreement:

A. "Contract Administrator": the Authority's Director of Maintenance and Engineering or a duly authorized designee.

B. "Contract Amount": Seven Hundred Nineteen Thousand Seven Hundred Twelve Dollars (\$719,712.00).

C. "Executive Director": Frank R. Miller or a duly authorized designee.

D. "Federal Requirements" the federal requirements set forth in the attached Exhibit D, which requirements are applicable to projects not funded by an Airport Improvement Program grant from the Federal Aviation Administration.

E. "Fee Schedule": the fee schedule set forth in the attached Exhibit B.

F. "Indemnitees": the Authority, TBI Airport Management, Inc., the Cities of Burbank, Glendale and Pasadena, and the respective officers, agents, employees and volunteers of each such entity.

G. "Insurance Requirements": the insurance requirements set forth in the attached Exhibit C.

H. "Services": the tasks set forth in the attached Exhibit A.

**2. Services.**

A. Contractor shall perform the Services in a timely, regular basis in accordance with the Authority's rules for the Airport, the Federal Requirements, and applicable laws. Time is of the essence in the performance of this Agreement.

B. Contractor shall perform all work to the highest professional standards and in a manner reasonably satisfactory to the Authority. Contractor shall consult the Contract Administrator for any decisions that must be made by the Authority. Contractor shall promptly notify the Contract Administrator of any unsafe condition that Contractor discovers at the Airport.

C. In the event any claim is brought against the Authority relating to Contractor's performance of the Services, Contractor shall provide any reasonable assistance and cooperation that the Authority might require.

### **3. Term.**

A. Base Term. The base term of this Agreement shall be for three years, commencing on January 1, 2020 and expiring on December 31, 2022, unless extended or earlier terminated as provided herein.

B. One-Year Extension Options. The Authority shall have two options by which it may extend the term of this Agreement by one year at a time in its sole discretion. The one-year extension options may be exercised sequentially or concurrently. To exercise a one-year extension option, the Authority shall give written notice to Contractor at least 30 days prior to the then-scheduled expiration date.

C. Month-to-Month Extension Option. If the Authority exercises both one-year extension options, then the Authority shall have the option to extend the term of this Agreement on a month-to-month basis, for a maximum period of one year, in its sole discretion to accommodate completion of the Replacement Passenger Terminal. To exercise the month-to-month extension option, the Authority shall give written notice to Contractor on or before December 1, 2024.

D. If Contractor breaches this Agreement and fails to cure such breach within seven days of written notice from the Contract Administrator, then the Authority may immediately terminate this Agreement for cause. Either party may terminate this Agreement for convenience upon 60 days prior written notice to the other party.

### **4. Compensation.**

A. The Authority shall compensate Contractor for performance of the Services, and Contractor agrees to accept as full satisfaction for such work, payment according to the Fee Schedule. In no event shall the compensation payable to Contractor under this Agreement exceed the Contract Amount.

B. Contractor shall submit monthly invoices to the Authority for the Services. Each invoice shall itemize the work performed during the billing period and the amount due. Within 10 business days of receipt of each invoice, the Authority shall notify Contractor in writing of any disputed amounts on the invoice. Within 30 calendar days of receipt of each invoice, the Authority shall pay all undisputed amounts on the invoice. The Authority shall not withhold applicable taxes or other authorized deductions from the payments, and Contractor shall pay all required taxes on the payments.

**5. Independent Contractor Status.** Contractor is, and shall at all times remain as to the Authority, an independent contractor. Contractor shall have no power to incur any debt, obligation, or liability on behalf of the Authority or to act otherwise on behalf of the Authority as an agent. Neither the Authority nor any of its officers, employees, agents or volunteers shall have control over the conduct of Contractor except as set forth in this Agreement.

**6. Work Product Ownership.** All reports, documents, or other written material developed by Contractor in the performance of this Agreement shall be and remain the property of the Authority without limitation upon use or dissemination by the Authority.

**7. Confidentiality.** Contractor shall preserve the confidentiality of all nonpublic data, documents, discussion or other information that is developed or received by it in connection with this Agreement. Contractor shall not disclose such information without the prior written authorization of the Executive Director. Upon request, all Authority data shall be returned to the Authority at expiration or termination of this Agreement. Contractor's obligations under this section shall survive expiration or termination of this Agreement.

**8. Conflict of Interest.** Contractor shall not maintain or acquire any financial interest that may be affected by the Services. Contractor shall avoid the appearance of having any financial interest that would conflict in any manner with the Services.

**9. Labor Code Clauses.**

A. Contractor acknowledges that the Services are a "public work" as defined in Labor Code Section 1720 et seq. ("Chapter 1"), and that the Services subject to (a) Chapter 1, including without limitation Labor Code Section 1771 and (b) the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Contractor shall perform the Services as a public work. Contractor shall comply with and be bound by all the terms, rules and regulations described in (a) and (b) as though set forth in full herein.

B. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Services are on file at the Airport and will be made available to any interested party on request. By initiating any Work, Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by these Contract Documents.

C. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Contractor shall, as a penalty paid to the Authority, forfeit two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to these Contract Documents by Contractor or by any subcontractor.

D. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the Authority of the location of the records. Contractor has ten (10) days in which to comply subsequent to receipt of a written notice requesting these records, or as a penalty to the Authority, Contractor shall forfeit one hundred dollars (\$100) for each day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

E. Contractor and each subcontractor shall comply with and be bound by the provisions of Labor Code Section 1771.4(a)(3), which requires that each contractor and each subcontractor shall furnish the records specified in Section 1776 directly to the Labor Commissioner at least monthly, in a format prescribed by the Labor Commissioner.

F. Contractor acknowledges that eight hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty paid to the Authority, forfeit \$25 for each worker employed in the performance of the Services by Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by employees of the Contractor in excess of eight hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half (1-1/2) times the basic rate of pay.

G. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Code of Regulations Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these Sections for all apprenticeable occupations. Before commencing the Services, Contractor shall provide the Authority with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding work, Contractor and each of its subcontractors shall submit to the Authority a verified statement of the journeyman and apprentice hours performed under this Agreement.

H. Contractor shall not perform work with any subcontractor that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. Contractor and subcontractors shall not be debarred or suspended throughout the duration of this Agreement pursuant to Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. If Contractor or any subcontractor becomes debarred or suspended during the duration of this Agreement, the Contractor shall immediately notify the Authority.

I. In accordance with Labor Code Sections 1725.5 and 1771.1, no contractor or subcontractor shall be qualified to bid on, be listed in a bid, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Section 1725.5.

J. The Services are subject to compliance monitoring and enforcement by the DIR. Contractor shall post job site notices, as prescribed by regulation.

K. Workers' Compensation. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing this Agreement, Contractor certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Agreement."

## **10. Indemnification.**

A. Contractor shall defend, hold harmless, and indemnify the Indemnitees from and against any actual, alleged, or threatened causes of action, claims, costs, damages, demands, expenses (including fees of accountants, attorneys, and other professionals), judgments, liens, losses, penalties, and proceedings of any nature whatsoever (collectively, "Liabilities") that arise out of the acts or omissions of Contractor or its subcontractors in connection with this Agreement.

B. Contractor's obligations under this section shall survive expiration or termination of this Agreement, and shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities.

C. Contractor's obligations under this section shall apply, without limitation, to Liabilities that partially involve active or passive negligence by the Authority. However, Contractor's obligations under this section shall not apply to Liabilities that arise from the sole negligence or willful misconduct of the Authority, as determined by final arbitration or court decision or by consensus of the parties.

**11. Insurance.** Without limiting Contractor's defense, hold harmless, and indemnification obligations under this Agreement, Contractor shall maintain policies of insurance as specified in the Insurance Requirements.

**12. Suspension.** The Contract Administrator may suspend all or any part of the Services for the Authority's convenience or for work stoppages beyond the control of the parties. Written notice of a suspension shall be given to Contractor.

**13. Notices.** Any notices, invoices, or other documents related to this Agreement shall be deemed received on: (a) the day of delivery, if delivered by hand during the receiving party's regular business hours or by e-mail before or during the receiving party's regular business hours; (b) the business day after delivery, if delivered by e-mail after the receiving party's regular business hours; or (c) on the second business day following deposit in the United States mail, postage prepaid, to the addresses listed below, or to such other addresses as the parties may, from time to time, designate in writing.

Authority  
Burbank-Glendale-Pasadena Airport Authority  
2627 Hollywood Way  
Burbank, CA 91505  
Attn: Anthony DeFrenza  
E-mail: adefrenza@bur.org

Contractor  
Parkwood Landscape Maintenance, Inc.  
16443 Hart Street  
Van Nuys, CA 91406  
Attn: David Melito  
E-mail: dmelito@parkwoodlandscape.com

**14. Assignability.** Contractor shall not assign, transfer or subcontract any interest in this Agreement or the performance of any of its obligations without the Executive Director's prior written consent. This prohibition is not intended to preclude, and shall not be interpreted as precluding, Contractor from utilizing subcontractors identified in Contractor's proposal for the Services. Any attempt by Contractor to assign, transfer or subcontract any rights, duties or obligations in violation of this prohibition shall be void.

**15. Litigation.** In the event that either party shall commence legal action to enforce or interpret this Agreement, the prevailing party shall be entitled to recover its costs of suit including reasonable attorneys' fees. The venue for litigation shall be Los Angeles County, California. The interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted the disputed language.

**16. Exhibits.** Exhibits A through D are incorporated into this Agreement by reference. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of Exhibits A through C, the provisions of this Agreement shall prevail. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of Exhibit D, the provisions of Exhibit D shall prevail.

**17. Incorporation of Mandatory Language.** Each and every provision required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read

and enforced as though such provision were included. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon request of either party this Agreement shall promptly be amended to make such insertion or correction.


**18. Entire Agreement.** This Agreement (and the attached Exhibits) represents the entire and integrated contract between the parties regarding the Services. This Agreement supersedes all prior oral or written negotiations, representations and contracts related to the Services. This Agreement may not be amended, nor any provision or breach waived, except in a writing that is signed by the parties and that expressly refers to this Agreement.

**[SIGNATURES ON FOLLOWING PAGE]**

**TO EXECUTE THIS AGREEMENT**, the parties have caused their authorized representatives to sign below.


**Parkwood Landscape Maintenance, Inc.**

  
\_\_\_\_\_  
☐ Chairperson ☒ President ☐ Vice President

  
\_\_\_\_\_  
☒ Secretary ☐ Asst. Secretary  
☐ Chief Finance Officer ☐ Asst. Treasurer

[Pursuant to California Corporations Code Section 313, both signature lines must be executed unless the signatory holds at least one of the offices designated on each line.]

**Burbank-Glendale-Pasadena Airport Authority**

  
\_\_\_\_\_  
President

Approved as to form:

  
\_\_\_\_\_  
Richards, Watson & Gershon  
A Professional Corporation

**EXHIBIT A**  
**Scope of Services**

(attached)

## **EXHIBIT A Scope of Services**

### **Landscape Maintenance**

**A-1. Purpose:** The Scope of Services needed to maintain the landscaping at the Airport and designated Authority properties.

#### **A-2. Scope of Contractor's Responsibilities, Contractor-Provided Services, and Contractor-Provided Deliverables:**

**A. Specified Services:** In accordance with and at the direction and approval of the Authority, the selected Respondent ("Contractor") shall provide the following Services:

**1. Conditions Associated with Provision of Specified Services:**

**a. Safety Data Sheets.** Prior to performing services, Contractor shall obtain Authority approval of safety data sheets on all fertilizers, herbicides, pesticides, and other chemicals ("Chemicals") Contractor intends to use in performance of services.

**b. Contractor's Personnel.** Prior to performing services, Contractor shall provide to the Authority, in a format acceptable to the Authority, the identity and qualifications of Contractor's personnel performing services. Such personnel shall be subject to the Authority's review and approval. In the event the Authority is dissatisfied with Contractor's personnel's work performance, as solely determined by the Authority, upon receiving written or verbal notification from the Authority, Contractor shall replace the personnel prior to the next scheduled day to perform services.

**c. Contractor's Appearance While Performing Services.** While performing services, Contractor's personnel shall at all times present a neat and clean appearance. Contractor's personnel shall wear neat, clean uniforms with Contractor's company name displayed on uniform shirt, jacket and or safety vest and shall wear a reflective safety vest at all times.

**d. Hours for Providing Service Hours.** Unless otherwise approved by the Authority, Contractor shall perform services between the hours of 5:30 a.m. and 4:00 p.m. Monday through Friday, excluding federal holidays. In the event services are required to be performed in areas that would impact operations, the Authority may require Contractor to perform services between the hours of 11:00 p.m. and 5:00 a.m.

**e. Disposal of Debris.** Contractor shall promptly and properly dispose of all material and debris generated in the provision of services including the surrounding areas and all paved areas. Contractor shall not store or dispose of any such material or debris on Authority property without the prior, written approval of the Authority.

**f. Traffic Control.** Contractor shall take all appropriate action to provide for the safe and efficient control of traffic whenever providing services in the vicinity of a roadway. Contractor shall ensure that all traffic control measures are in accordance with applicable regulations and requirements promulgated by the California Department of Transportation and where deemed necessary by Authority.

**g. Permits.** Contractor shall be responsible for obtaining all necessary permits to operate or perform services in the City of Burbank and City of Los Angeles as applicable. Contractor shall

provide the Authority a copy of each City of Burbank and City of Los Angeles issued permit(s) and associated paperwork.

**h. Communication.** Contractor's supervisor and irrigation technician shall have a cell phone for communication with the Authority whenever Contractor is performing or preparing to perform services. All communications between Contractor and the Authority shall be written and spoken in English.

**i. Contact Person:** Contractor shall continuously maintain a single phone number through which the Authority may notify Contractor of landscaping and irrigation deficiencies and malfunctions. The phone number shall be staffed so that Authority will be able to immediately establish communication with Contractor personnel that can provide the required level of service or response.

**j. Vehicles Used in Providing Services.** Contractor's vehicles shall be equipped with an amber emergency beacon, light bar or other similar warning device. Use of the warning lights is required when working on or around the Airport and Authority properties. Contractor's company name shall be clearly displayed on both sides of vehicles.

**k. Damage to Plants.** Contractor shall timely and properly replace plants including lawns, shrubs, ground cover, and trees that the Authority, in its sole discretion, determines were damaged due to the negligence of Contractor. The Authority shall approve all replacement plants prior to installation. The Authority reserves the right to replace at Contractor's expense any plants damaged as a result of Contractor's negligence when Contractor has not replaced the damaged plants within fourteen (14) days of being notified of the requirement to replace damaged plants.

**l. Pesticide and Herbicide Applications.** Contractor shall apply all pesticide and herbicides with a photosensitive dye that produces a green color when applied and which disappears within three (3) days of application. Contractors shall use caution when applying pesticides and herbicides to prevent over spray.

**m. Existing Condition.** Contractor shall accept the existing condition of all landscaping areas. Condition of the existing landscaping shall not be grounds for additional payment to Contractor. Contractor shall develop and provide for the Authority's approval a detailed landscaping plan to restore planters back to a clean aesthetic condition.

**2. Contractor's Personnel:** Unless otherwise agreed to by the Authority, Contractor shall provide the following personnel to perform services:

**a. Supervisory Personnel.** Contractor shall designate supervisory personnel to provide on-site supervision of the provision of services. Contractor shall ensure a qualified supervisor is present at minimum once a week for a quality control site visit with Authority Assigned Personnel. All supervisory personnel shall be certified by the California Landscapers Contractors Association as a Landscaping Industry Certified Technician with emphasis in: Softscape Installation; Turf Maintenance, Ornamental and Irrigation Maintenance.

**b. Irrigation Technician.** Contractor shall designate irrigation technicians to provide the expertise needed to perform irrigation-related services. Unless otherwise authorized by the Authority, an irrigation technician shall be present on-site at minimum once a week to perform irrigation-related services. Each irrigation technician must have the expertise to work on four-inch (4") water lines and automated/programmable weather matrix time-clock irrigation system and be certified by the California Landscapers Contractors Association as a Landscaping Industry Certified Technician with emphasis in Irrigation.

c. **Landscape Technician.** Contractor shall designate 4 qualified and knowledgeable landscape technicians to perform landscaping services. The qualified technicians must have softscape, turf, ornamental, shrubs, trees and irrigation experience.

**3. Regularly Scheduled Landscaping Services:** Contractor shall provide services at the Airport and Authority properties to maintain the landscaping in a clean, healthy and neatly groomed condition and shall perform landscaping services in accordance and consistent with applicable industry standards.

Contractor shall provide, at minimum, four full-time landscape technicians (minimum 160 hours per week) to perform landscaping services. Regularly scheduled landscaping services shall include, but are not limited to, the following:

a. **Weed Removal.** While performing regularly scheduled landscaping services, Contractor shall remove all weeds and undesirable plants, including their roots, from but not limited to shrubs, groundcover beds, planters, tree wells, and all paved surfaces.

b. **Litter Removal.** While performing regularly scheduled landscaping services, Contractor shall take effective and efficient action to remove litter from all service area locations.

c. **Planter Maintenance.** Contractor shall take all necessary action to maintain all Authority planters and service areas in a clean and aesthetically pleasing condition. Such actions include, but are not limited to cleaning, by appropriate use of blowers and sweepers, and removing any litter or debris; and pruning or trimming trees in planters and service areas to maintain branches that may obstruct the visibility of Airport security cameras and clear from buildings and fences.

d. **Disease Control.** Contractor shall take all necessary action, including preventive actions, to control plant disease infesting the landscape. Contractor shall use industry best practices for integrated disease and pest management to the maximum extent possible. In taking disease and pest control actions, Contractor shall only use appropriately licensed pest control applicators. Contractor shall replace at Contractor's sole cost any ground cover or shrubs that are killed or deformed as a result of Contractor's negligence in taking disease and pest control actions.

e. **Lawn Mowing, Edging and Trimming.** Contractor shall mow all lawn areas to a height of 5/8 inch. Immediately following each lawn mowing work, Contractor shall edge and trim the perimeter of all lawn areas and around all fixtures (e.g., fire hydrants, meter boxes, fence lines, etc.).

f. **Over-seeding and Top Dressing.** After over-seeding all lawn areas in accordance with industry standards, Contractor shall top dress those areas to a depth of one-quarter (1/4) inch using a mixture of seventy percent (70%) screened topsoil and thirty percent (30%) organic compost material. Contractor shall apply the seed and top-dressing using spreaders approved by the Authority.

g. **Pruning and Trimming - Shrubs and Ground Cover.** Contractor shall prune and trim all shrubs and ground cover in order to maintain healthy and aesthetically pleasing growth pattern and to prevent plant encroachment or obstruction. Contractor shall prune and trim in accordance with American National Standards Institute (ANSI) A300-1995.

h. **De-thatching – Lawns.** Contractor shall remove accumulated thatch from all lawn areas using landscaping industry standard approved methods.

i. **Aerification – Lawns.** Contractor shall aerate all lawn areas once-a-year using a core removal system that aerates the lawn to a minimum depth of four (4) inches and shall remove all aeration cores on the same day aerification is performed.

j. **Irrigation System Inspection and Maintenance Service.** Contractor's irrigation technician shall inspect all irrigation systems once-a-week for proper operation, through the use of controllers and not system bleed valves, as specified by the manufacturer and/or industry standards. While performing such service, in the event corrective action(s) are required due to normal wear and tear, Contractor shall take appropriate and necessary action to correct such deficiencies and notify the Authority of such corrective action.

Contractor shall ensure all sprinklers provide full coverage of the landscaping without overspray depositing water onto the asphalt parking areas, sidewalks or parked vehicles. Irrigation systems must be kept in compliance with all regulations regarding irrigation and demonstrate best practices regarding water conservation. Contractor shall replace all batteries in controllers as necessary that do not have self-charging, nickel-cadmium battery circuits.

Contractor shall maintain all irrigation controllers and valve boxes clear of soil, water and debris, and ensure that all controller enclosures are locked at all times. Contractor shall immediately notify the Authority of any discrepancy that results in an inoperative or improperly operating irrigation system or any condition that results in excessive use of water.

k. **Landscape Irrigation.** Contractor shall take appropriate action to properly irrigate all landscaped areas including all potted plants at the Airport and Authority properties. All irrigation timers shall be programmed per State of California drought measures or acceptable by the Airport Authority.

l. **Tree Maintenance.** Trees shall be pruned and trimmed for safety, tree health and for aesthetics. Prune dead branches and use proper pruning techniques. Contractor to perform tree service work by qualified personnel that are trained and skilled in all phases of arboricultural work certified by the International Society of Arboriculture as an ISA Certified Tree Worker Climber Specialist. All tree services shall be completed under the direct supervision of a certified arborist. This shall include all palm trees on Authority property.

m. **Post-emergent Weed Control – Lawns.** Contractor shall apply post-emergent herbicide to all lawn areas in accordance with Schedule A to control broadleaf weeds. Unless expressly authorized otherwise by the Authority in writing, Contractor shall use only category three (3) herbicides.

n. **Pre-emergent Weed Control – Lawns.** Contractor shall apply pre-emergent herbicide to all lawn areas in accordance with Schedule A.

o. **Pre-emergent Weed Control – Shrubs.** Contractor shall apply pre-emergent herbicide to shrubs and ground cover areas in accordance with Schedule A. Unless otherwise agreed to by the Authority in writing, Contractor shall use only category three (3) herbicide.

p. **Fertilization – Lawns.** Contractor shall fertilize all lawn areas using commercial grade fertilize in accordance with Schedule A. Application of fertilizer is consistent with existing weather conditions and at the following annual rate per 1,000 square feet of lawn: nitrogen: 1.5 pounds, phosphorous: 0.5 pounds, potassium: 1.0 pounds. Contractor shall immediately remove all fertilizer granules from adjacent paved surfaces and immediately irrigate the fertilized lawn areas.

q. **Fertilization – Shrubs.** Contractor shall fertilize all shrub beds, ground cover, and trees with a trunk diameter of three (3) inches or less using commercial grade fertilizer in accordance with the

manufacturer specifications in accordance with Schedule A. Contractor shall immediately irrigate the fertilized areas.

r. **Mulch.** Contractor shall provide large or coarse organic bark mulch. Mulch shall be removed and replaced annually to prevent rot, nutrient starvation and plant death. Maintain two inch (2") thick coverage in landscaping beds in accordance with Schedule A.

s. **Tree Lights.** Contractor shall maintain tree lighting on all designated palm trees located at the Airport. All light strands shall be LED white bulbs with green wiring. All trees shall be wrapped from the bottom up to a height of twelve (12) feet in an identical pattern with strand spacing not to exceed five (5) inches. Authority shall provide the lights to Contractor for this service.

**4. Equipment, Tools, Parts, Supplies and Consumables:** Contractor shall provide all equipment, tools, supplies, parts, consumables and other materials necessary to perform the defined scope of services. No additional payment will be made for equipment, tools, parts, supplies or consumables used in the performance of the Scope of Work as defined.

- a. **Equipment.** All equipment used in performance of services shall be of a type consistent with current industry best practices and maintained in good working order. Any malfunctioning or improperly maintained equipment shall be removed from service immediately and replaced or repaired at the Contractor's expense.
- b. **Tools.** All tools used in performance of services shall be of a type consistent with current industry best practices and maintained in good working order. Any malfunctioning or improperly maintained tools shall be removed from service immediately and replaced or repaired at the Contractor's expense.
- c. **Irrigation Parts and Consumables.** Contractor shall maintain an on-hand inventory of replacement parts and consumables required to affect timely servicing of irrigation systems. All materials shall be provided in accordance with Schedule B – Specification for Irrigation System Repair.
  - i) Contractor shall use only manufacturer-recommended materials, fluids, lubricants, and replacement parts. Where new replacement parts are not available, Contractor shall timely inform the Authority and, on written prior approval by the Authority may use an Authority-approved substitute.
  - ii) **Warranty:** Unless otherwise agreed to by the parties, Contractor shall warrant all parts for one (1) year and labor for sixty (60) days upon date of acceptance by the Authority. Contractor shall maintain warranty records on all parts replaced. Contractor shall make all original warranty records available to the Authority upon request. All warranty records relating to Contractor's work at Airport shall be the property of the Authority.
- d. **Pesticides, Herbicides, Fertilizer, Compost, Mulch, Lawn-Seed.** Contractor shall provide pesticides, herbicides, fertilizer, compost, mulch, lawn-seed and other consumable products as required to perform the scope of work. All products provided shall be of a type consistent with current industry best practices, all applicable regulations and Authority requirements.
- e. **Groundcover, Shrubs, Trees, Lawns, and Other Plants.** Contractor shall timely and properly replace plants including lawns, shrubs, ground cover, and trees that the Authority, in its sole discretion, determines were damaged due to the negligence of Contractor. Plants requiring replacement shall be replaced in kind and done at Contractor's sole expense.

## **5. Deliverables.**

- a. **Landscape Schedule.** Within ten (10) business days of the contract execution date, provide the Authority for approval a detailed Landscaping Schedule detailing how all services detailed above and in Schedule A – Landscaping Service Area will be provided. Contractor acknowledges that the

Authority reserves the right to amend or modify an approved Contractor submitted Landscaping Schedule due to operations at the Airport or inclement weather conditions.

**6. Reports.** With each monthly invoice, Contractor shall submit a report with the information described below in a format acceptable to the Authority.

a. **Chemical Applications.** Contractor shall provide a summary report of the Chemical applications that occurred in the previous month. Accompanying the report shall be the original signed Chemical Control logs. The report shall include, but not limited to, the following information:

- i) List of Contractor's personnel applying, mixing or otherwise handling chemicals and the number of hours the individual was engaged in such activity;
- ii) Date, time period, and location of each chemical application;
- iii) Name and quantity in gallons of chemical used;
- iv) Problems encountered, if any;
- v) Pertinent recommendations, if any; and
- vi) Signature of Contractor's personnel applying chemical.

b. **Irrigation Inspections.** Contractor shall provide a written report of all inspections of irrigation systems. At a minimum the report shall include:

- i) Identification of all discrepancies discovered that required repair,
- ii) The cause of each such discrepancy, the repair action taken, and pertinent recommendations for preventing similar discrepancies.

c. **Green Waste and Trash Removal.** Contractor shall provide a written report that include the following information:

- i) Quantity in tons or cubic yards of green waste removed and trash removed.
- ii) Date and location of green waste disposal and trash disposal.

d. **Service Area Condition Report** – Contractor shall provide a written report indicating the condition of each Service Area defined in Schedule A. Contractor Report shall describe the aesthetics, health, discrepancies and any action take to address discrepancies for each area serviced.

### **A-3. Uniforms**

While working on the Authority premises, all Contractor personnel shall be dressed in accordance with Contractor's dress code. Uniforms shall be worn which fully identify the worker as a member of Contractor's work force. All Contractor personnel shall be required to carry an Airport issued I.D. Badge at all times.

### **A-4. Alcohol and Narcotics**

Contractor agrees that it will not introduce onto Authority property any beer, wine or spirits; narcotic, hallucinogenic, or dangerous drugs, or cannabis. Contractor will take disciplinary action commensurate with the circumstances against any employee who brings onto or uses on Authority property any of these substances.

### **A-5. Damage**

If Contractor damages any property belonging to the Authority, the Authority may either retain from the money due Contractor an amount sufficient to repair the damage or require Contractor to repair the damage to the satisfaction of the Authority, at Contractor's expense.

#### **A-6. Additional Services**

Where extra services beyond the scope of the services identified in the Scope of Services Section A.2 are requested by the Authority, Contractor will be compensated per Additional Service Rate Sheet, parts and consumables used in the performance of additional services will be reimbursed at cost plus the markup defined in Attachment C.

1. **Tree Maintenance – Extra Service.** As requested by the Authority, trees outside the Landscaping Service Areas shall be pruned and trimmed as needed for safety, tree health and for aesthetics. Prune dead branches and use proper pruning techniques.
2. **Major Irrigation System Repair and Installation Services.** As requested by the Authority, Contractor shall promptly and properly repair irrigation system discrepancies which the Authority determines were not caused by normal wear. If requested, Contractor shall install new irrigation systems as directed and agreed to by the Authority. Contractor shall conduct all such repairs and installations in accordance with the specifications identified within the attached Schedule B.

#### **A-7. Emergency Calls**

Calls of an emergency nature received by the Authority shall be referred to Contractor for immediate disposition. Contractor shall have the capability to receive and to respond immediately to emergency calls, upon approval of the Authority, during normal working hours, as well as after normal working hours, weekends, and holidays. Contractor shall maintain an updated contact list and provide any changes to the Authority immediately.

## **SCHEDULE A - LANDSCAPING SERVICES AREAS**

### **Servicing Location: Area #1 through Area #5**

The services listed below shall be performed throughout Service Areas 1 through Service Area 5, at least in accordance with the frequencies defined below:

1. Weed Removal: Performed as required.
2. Litter Removal: Performed as required.
3. Irrigation System Inspection and Maintenance Service: Performed One (1) time per week.
4. Lawn Mowing, Edging and Trimming: Performed One (1) time per week.
5. Disease, Herbicide and Pest Control: Performed One (1) time every Two (2) months.
6. Pruning and Trimming: Performed as required.
7. Fertilize Grass and Plants: One (1) time every Three (3) months.
8. Fertilize Trees and Shrubs: One (1) time every Three (3) months.
9. Mulching: Maintain two inch (2") thick coverage in landscaping beds.

\* Shrubs and plants must be pruned to avoid contact with airfield perimeter fencing. Trees must be pruned so as to prevent any branches from hanging over the airfield perimeter fencing.

**AREA # 1 MAINTENANCE SITE LEGEND:**

	AIRPORT MAINTENANCE YARD
--	--------------------------

**AREA # 2 CLYBOURN COMPLEX SITE LEGEND:**

	2000 N. CLYBOURN MILLION AIR TERMINAL
	HANGAR 37 PARKING LOT
	HANGARS 40 & 41 STUDIO HANGAR PARKING LOT
	HANGAR 43, 44 AND 45

## AIRPORT MAINTENANCE YARD

## 2800 N. CLYBOURN MILLION AIR TERMINAL

112110 4700 20.0 14 07/12/10 1.0 1.0 0.0 0.0 0.0 1.0 0.0

## MANGAR 43, 44 AND 45

**LOT A LANDSCAPING**

## LOT B LANDSCAPING

1000

## AUXILIARY TERMINALS

ENTC

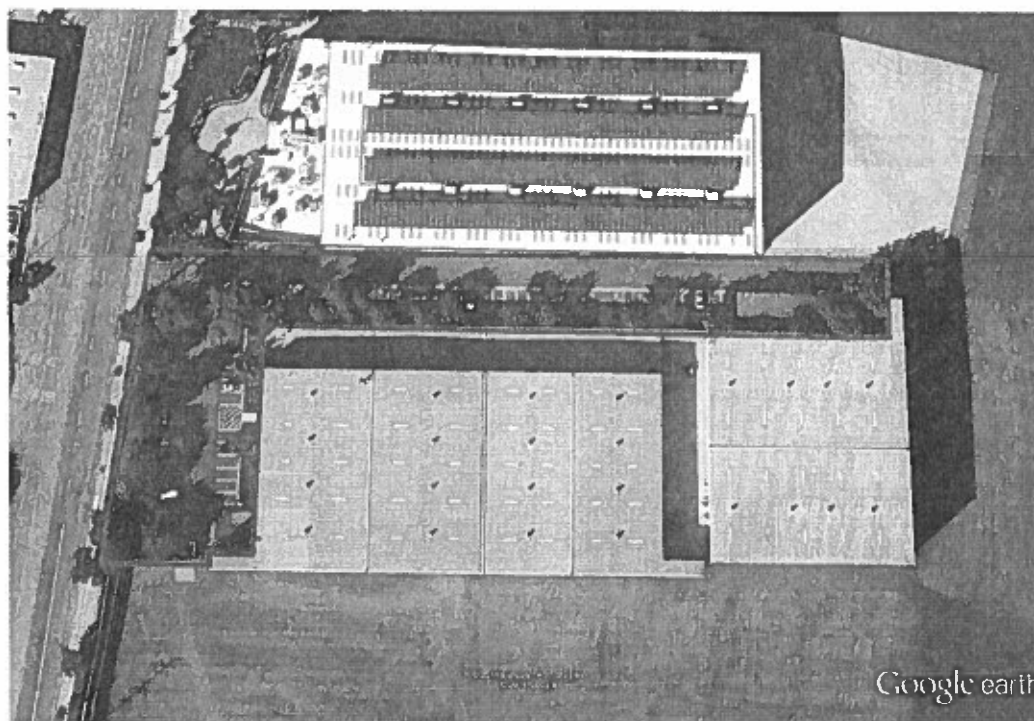
**Table 1**

UNITED STATES DEPARTMENT OF AGRICULTURE





Area 1 - Airport Maintenance Yard



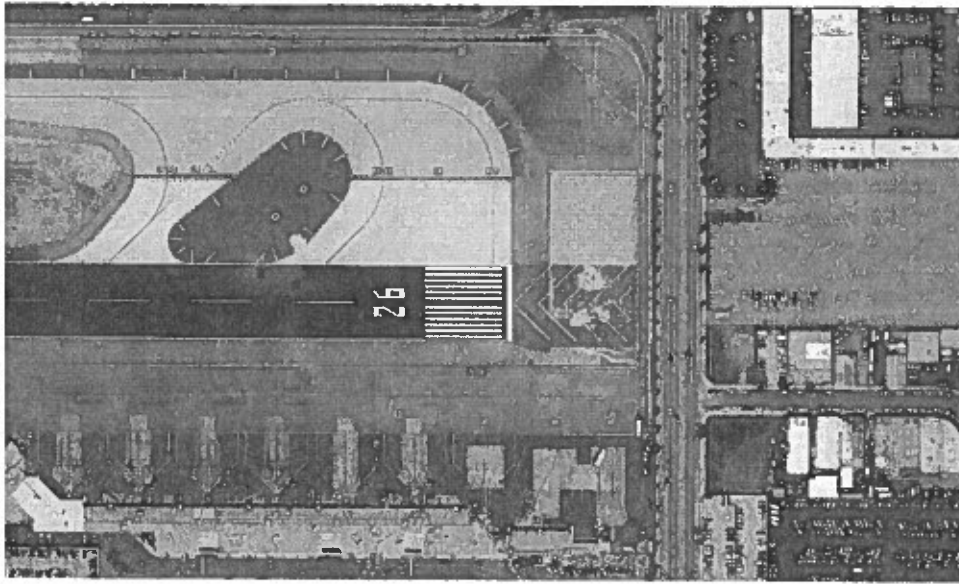
Area 2 - Hangar 43, 44, 45



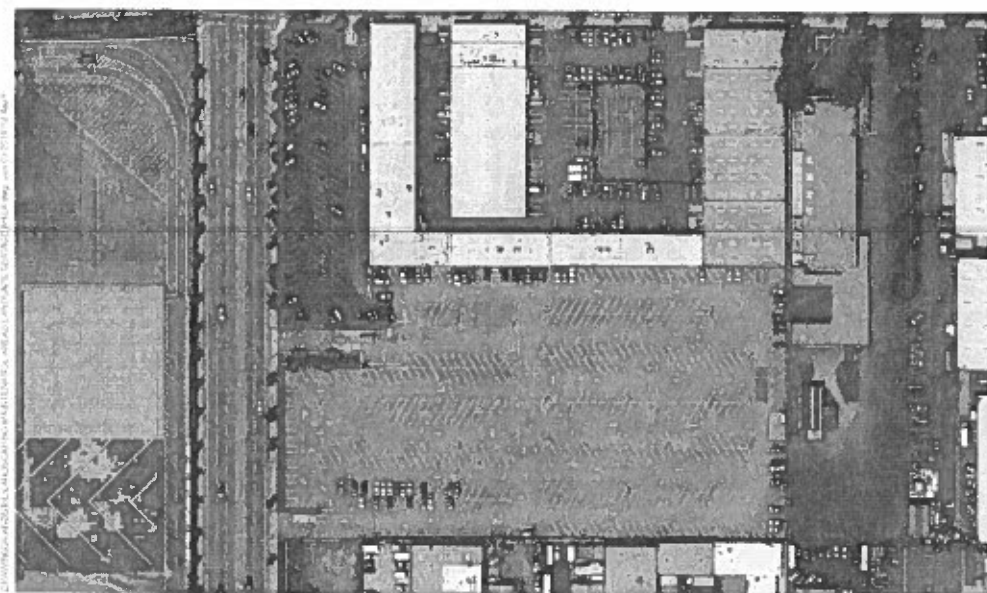
Area 2 - Million Air Terminal, Hangar 37, 40, 41. Hangar Parking Lots



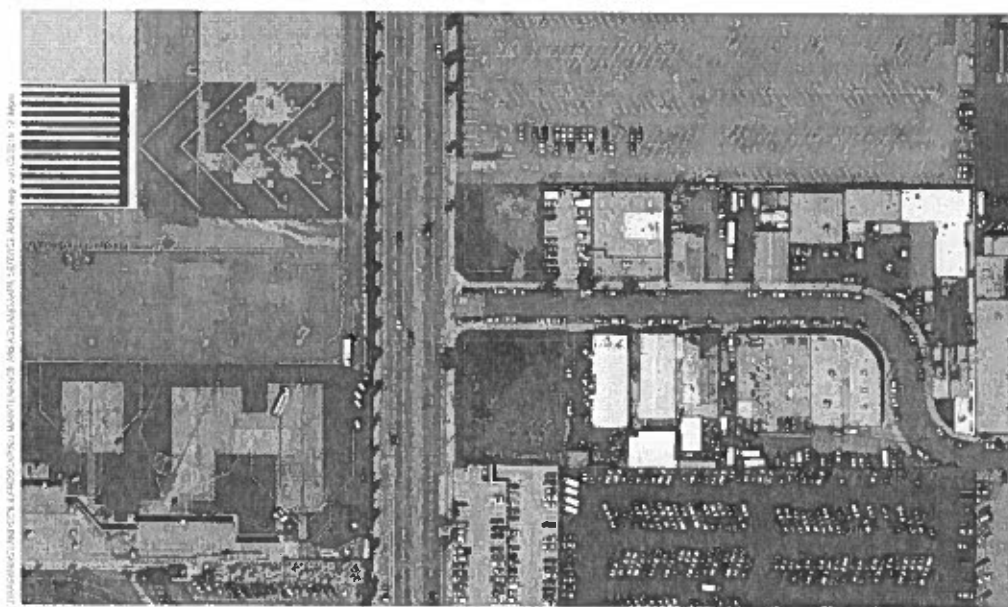
Area 3 - Lot A



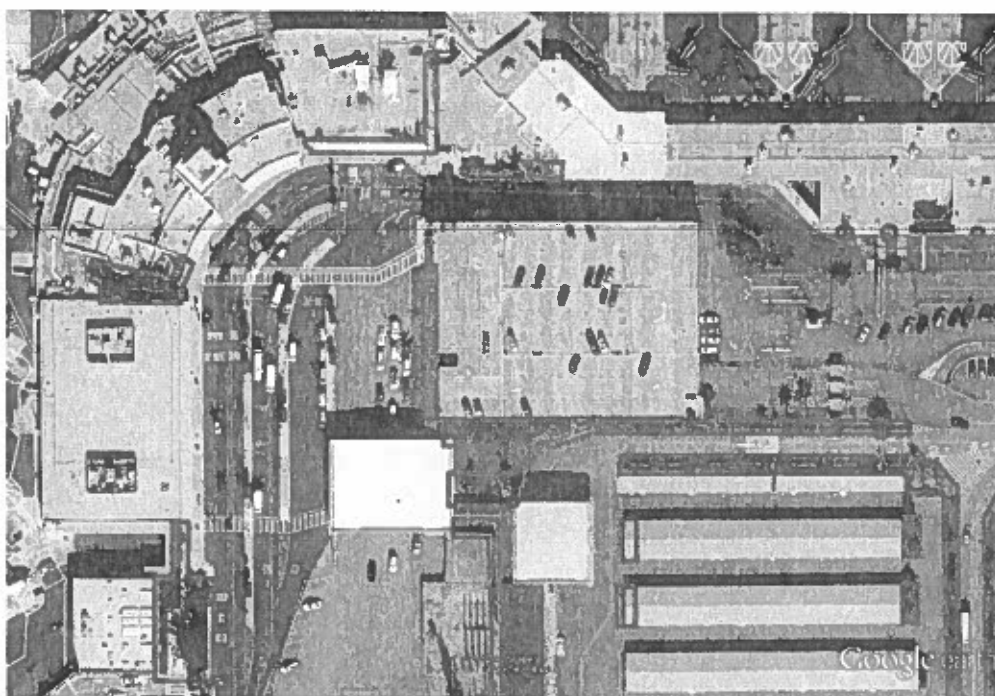
Area 3 - Hollywood Way Trees and Shrubs



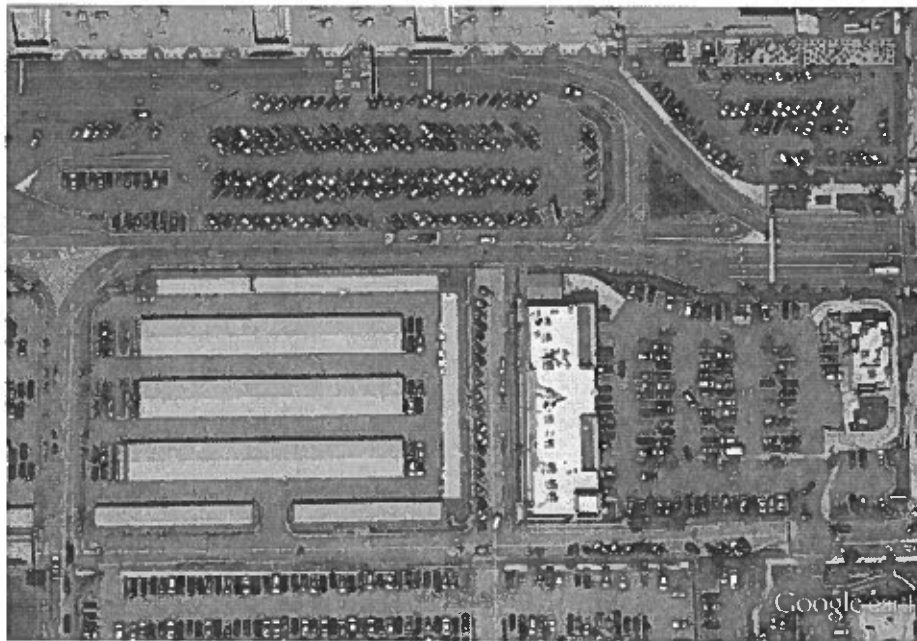
Area 3 - Lot B



Area 3 - RSA, 2650 & 2700 Hollywood Way



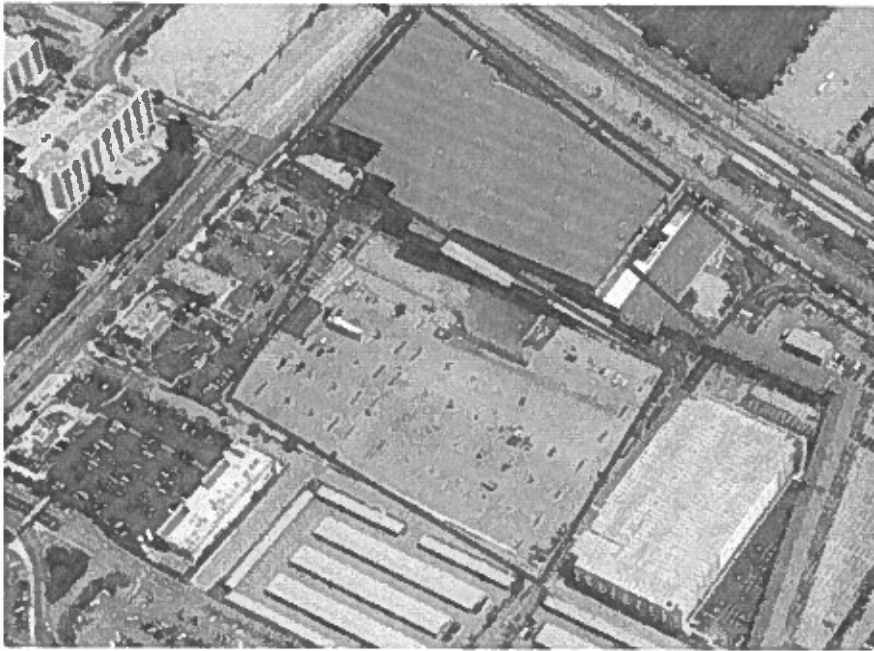
Area 4 - Airport Terminals



Area 4 - Airport Entrance, Exit & Roadway



Area 4 - Thorton, Airport Entrance, Exit & Roadway, Lot G



Area 4 - RITC & Lot D



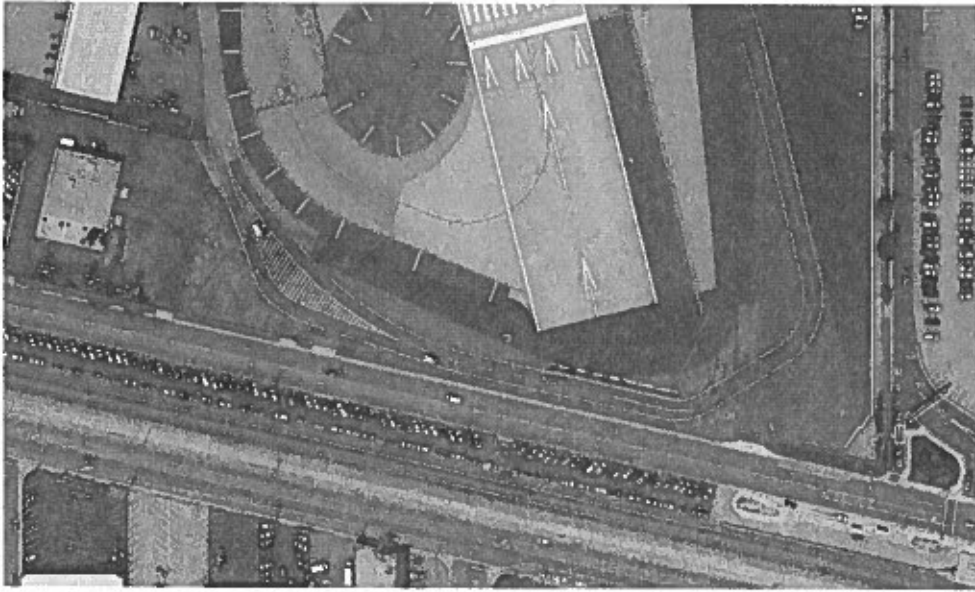
Area 4 - Valet



Area 4 - Empire Airport Entrance, Exit & Roadway



Area 5 - Empire Ave.



Area 5 - Empire Ave.



Area 5 - Air Cargo



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Area 5 - Empire Extension & Hangar 2

## **SCHEDULE B**

### **SPECIFICATIONS FOR IRRIGATION SYSTEM REPAIR & MAINTENANCE POTABLE WATER**

1. Brass Pipe and Fittings: Brass pipe shall be regular weight, 85% red brass, conforming to Federal Specification WW-P-351. Fittings shall be brass or bronze, threaded, Class 150, conforming to Federal Specification WW-P-460.
2. Polyvinyl Chloride (PVC) Pipe: Polyvinyl chloride (PVC) pipe shall be high chemical resistance, rigid, un-plasticized PVC resin conforming to ASTM D 1784. Piping upstream of remote control valves (pressure piping) shall be Type 1, Grade 2, designated as PVC 1220, Class 315. All PVC plastic non-pressure lines (piping downstream of remote control valves) shall be Type 1, Grade 2, as designated as PVC 1220, Class 200 or schedule 40. All PVC pipe shall be continuously and permanently marked with the following information: Manufacturer's name or trademark, size, class and type of pipe, working pressure at 73.4 ° F. and National Sanitation Foundation (NSF) rating.
3. PVC Pipe Fittings: PVC pipe fittings shall be fittings manufactured for irrigation systems, PVC, Type I, Grade 1, high-impact molded fittings, manufactured from virgin compounds, and shall conform to ASTM D 2466 and ASTM D 2464.
4. Remote Control Valves: Remote control valves shall be brass body, diaphragm type, globe bodied, and pressure rated at 200 psi, normally closed design, and shall be actuated by an electric solenoid which shall be completely waterproof and part of the valve. The wires in the coil of the solenoid shall be embedded in an epoxy resin. The entire solenoid shall be enclosed in a water-tight housing, and shall be rated for 24-volt, 60-cycle, AC power supply. Valves shall be capable of operating with a 40% drop in line voltage. Each valve shall be provided with a manual adjustment to control water flow by throttling, shall be factory set to close in not less than five seconds, and shall be capable of manual operation at the valve. Valves shall be Rainbird "G" Series or equal.
5. Control Wire: Control wire shall be UL-listed and shall conform to the National Electrical Code. Control wire in PVC conduit shall be THHN/THWN type, No. 14 gauge, and solid copper, single conductor wire. Direct buried control wire shall be UF type, No. 14 gauge, and solid copper, single conductor wire. Conduit for control wire shall be Schedule 40 electrical conduit with solvent welded joints.
6. Identification of Wires: Provide red or black colored conductor insulation for control wires and white for common wire. Control wires from automatic valves to terminal strips of controllers shall be identified at the terminal strips by tagging the wires with the station numbers of the connected valve or valves.
7. Splice Boxes: Where necessary to repair control wires with splices, a splice box shall be used at each splice. Splice boxes shall be Carson, Roby, or equal.
8. Thread Lubricants: Thread lubricants for plastic-to-metal threaded connections shall be nonhardening pipe dope and for plastic-to-plastic shall be Teflon ribbon type.
9. Irrigation Heads: Shrub and shrub pop-up heads shall be constructed of bronze, brass, plastic, stainless steel, or a combination of the above to match existing items, unless otherwise directed by the Authority.
10. Quick Coupling Valves: Each valve shall be of all bronze or brass two-piece construction, with female pipe connections and a locking yellow vinyl or rubber covered cap. Each valve shall be complete with an

all brass or bronze quick coupler key. Valves shall be installed in valve boxes when directed by the Authority.

11. Ball Valves: Each valve shall be a 600 PSI WOG bronze ball valve, with optional tee handle.

## **RECYCLED WATER**

For all recycled water irrigation systems, components shall be purple in compliance with Los Angeles County and Burbank Recycled Water User Manual.

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**EXHIBIT B**  
**Fee Schedule**

(attached)

## FEE SCHEDULE

This Fee Schedule Offer pricing shall be firm, fixed price, all-inclusive. Respondent agrees to accept the specified compensation as set forth below as full compensation for performing all services and furnishing all staffing, labor, uniforms, equipment, tools and materials required, insurance requirements, general and administrative support costs, mileage, overhead(s), profit, sale and use taxes connected with the services, and for performance by Respondent of all its duties and obligations hereunder. Respondent shall only be compensated as set forth herein below for work performed in accordance with the Scope of Work. The Authority shall have no obligation to pay any sum in excess of total contract amount specified herein unless authorized by a contract amendment.

### A. Fees and Charges:

The Authority will pay the following fees in accordance with the provisions of the contract based upon Respondent's performance of the requested services as described in the Scope of Work. Fees paid to Respondent shall be based upon annual amount paid monthly.

Description	Monthly	Extended
YEAR 1 (fixed)	\$ 19,992.00	\$ 239,904.00
YEAR 2 (fixed)	\$ 19,992.00	\$ 239,904.00
YEAR 3 (fixed)	\$ 19,992.00	\$ 239,904.00
YEAR 4 (OPTIONAL) (fixed)	\$ 21,191.00	\$ 254,292.00
YEAR 5 (OPTIONAL) (fixed)	\$ 22,463.00	\$ 269,556.00

**B. Additional Services.** If and when the Authority requests Respondent to provide services in addition to those specified above, Respondent shall develop a work plan and cost proposal detailing the specific tasks to be completed for performing such tasks. Respondent shall not perform any additional services until Authority issues a written notice to proceed with the execution of the work plan. Respondent shall not invoice the Authority for any work not specially authorized on the project job site by the Authority or as noted in the Authority's notice-to-proceed, including all attachments. Labor pricing shall contemplate all planned and unplanned wage changes and shall be firm for the term of the Agreement.

Labor Hours for Additional Services	Hourly Rate (Flat Rate)		
	Hourly Technician	Irrigation Technician	Supervisor
Regular Hours (5:00 a.m. – 10:00 p.m. M-F)	\$45.00	\$65.00	\$75.00
After Hours (10:00 p.m. – 5:00 a.m. M-F)	\$67.50	\$97.50	\$112.50
Saturdays	\$67.50	\$97.50	112.50
Sundays & Holiday	\$67.50	\$97.50	112.50

Materials: Respondent must supply receipts for all materials purchased. Parts and consumables for Additional Services shall be billed at cost plus mark-up.

Material
Cost plus <u>15</u> % mark-up

**Note:** Applicable tax shall be billed when invoicing.

\*All parts and consumables used in performance of the Scope of Work are included in proposed fixed monthly price and will not be reimbursed.

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The undersigned Respondent hereby submits its Fee Schedule Offer Form to the Authority. This offer is firm, and valid for acceptance via award by the Authority for a period of one hundred and twenty days (120) from the bid closing date. This offer accepts and incorporates by reference all of the solicitation documents.

This Schedule of Fees has been executed by a duly authorized representative of Respondent as indicated below:

Respondent Name: Parkwood Landscape Maintenance, Inc.

Authorized Signature: 

Name: David L. Melito

Title: President

Date: 8/9/2019

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**EXHIBIT C**  
**Insurance Requirements**

1. Contractor shall obtain, provide, and maintain policies of insurance as specified below.

A. General Liability Insurance. Contractor shall maintain commercial general liability insurance in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage.

B. Automobile Liability Insurance. Contractor shall maintain automobile insurance covering bodily injury and property damage for all activities of Contractor arising out of or in connection with the Services, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

C. Professional Liability (Errors and Omissions) Insurance. Contractor shall maintain professional liability insurance that covers the Services in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the commencement date and Contractor shall maintain continuous coverage through a period of no less than three years after expiration or termination of this Agreement.

D. Workers' Compensation/Employer's Liability Insurance. Contractor shall maintain workers' compensation insurance (statutory limits) and employer's liability insurance with limits of at least \$1,000,000.

2. The insurance policy or policies shall contain, or shall be endorsed to contain, the following provisions:

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A. General liability policies shall provide or be endorsed to provide: (i) that the Indemnitees shall be additional insureds; and (ii) a waiver of subrogation in favor of additional insureds. This provision shall also apply to any excess/umbrella liability policies.

B. A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

C. The coverage shall contain no special limitations on the scope of protection afforded to the Indemnitees.

D. For any claims related to this Agreement, Contractor's insurance coverage shall be primary insurance as respects the Indemnitees. Any insurance or self-insurance maintained by the Indemnitees shall be excess of Contractor's insurance and shall not contribute with it.

E. The limits of insurance may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of each Indemnatee before the Indemnatee's own insurance or self-insurance shall be called upon to protect it as a named insured.

F. Any failure to comply with reporting or other provisions of the policy, including breaches of warranties, shall not affect coverage provided to the Indemnitees.

G. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

H. The policy shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, or reduced in coverage or in limits except after 30 calendar days (10 calendar days in the event of non-payment of premium) prior written notice by certified mail, return receipt requested, has been given to the Authority.

I. Insurance is to be placed with insurers authorized to conduct business in the State of California with a minimum current A.M. Best's rating of no less than A:X, unless waived by the Contract Administrator. An exception to this standard will be made for the State Compensation Insurance Fund when not specifically rated.

J. Any deductibles or self-insured retentions must be declared to and approved by the Contract Administrator. At the option of the Contract Administrator, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Indemnitees, or Contractor shall provide a financial guarantee satisfactory to the Contract Administrator guaranteeing payment of losses and related investigations, claim administration and defense expenses.

K. The workers' compensation insurer agrees to waive all rights of subrogation against the Authority for injuries to employees of Contractor resulting from work for the Authority or use of the Airport.

3. Requirements of specific coverage features or limits are not intended as a limitation on coverage, limits, or other requirements, or as a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for clarification purposes only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Contractor maintains higher limits than the minimum specified above, the Authority requires and shall be entitled to coverage for the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Authority.

4. Contractor shall furnish to the Authority an original certificate or certificates of insurance and amendatory endorsements showing that required policies are in effect in the required amounts and, as to the workers' compensation insurance, with the required waiver of

subrogation. The certificates and endorsements must be received and approved by the Contract Administrator prior to commencement of work. The Authority reserves the right to require complete, certified copies of all required insurance policies at any time.

5. Contractor shall ensure that its subcontractors provide the same minimum insurance coverage and endorsements required of Contractor. Contractor shall monitor and review all such coverage, and Contractor assumes all responsibility for ensuring that such coverage is provided. Upon request, Contractor shall submit all subcontractor agreements to the Authority for review.

6. In the event any policy of insurance does not comply with these requirements or is cancelled and not replaced, the Authority has the right but not the duty to obtain the insurance it deems necessary. Any premium paid by the Authority in such event shall be promptly reimbursed by Contractor or the Authority shall withhold from its payments to Contractor an amount sufficient to pay that premium.

7. The Authority reserves the right at any time to change the amounts and types of required insurance by giving Contractor 90 days notice of such change. If such change results in substantial additional cost to Contractor, then the parties shall renegotiate Contractor's compensation.

**EXHIBIT D**  
**Non-AIP Project Federal Requirements**

1. General Civil Rights Provisions

Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds Contractor and subtier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

2. Civil Rights – Title VI Assurance

During the performance of this contract, Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees as follows:

A. Compliance with Regulations: Contractor will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

B. Non-discrimination: Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Contractor of Contractor’s obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

D. Information and Reports: Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Authority or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, Contractor will so certify to the Authority or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of Contractor's noncompliance with the non-discrimination provisions of this contract, the Authority will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

1. Withholding payments to Contractor under the contract until Contractor complies; and/or
2. Cancelling, terminating, or suspending a contract, in whole or in part.

F. Incorporation of Provisions: Contractor will include the provisions of paragraphs A through F in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Contractor will take action with respect to any subcontract or procurement as the Authority or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Contractor may request the Authority to enter into any litigation to protect the interests of the Authority. In addition, Contractor may request the United States to enter into the litigation to protect the interests of the United States.

G. During the performance of this contract, Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);

2. 49 CFR part 21 (Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);

3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

4. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;

5. The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);

6. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

7. The Civil Rights Restoration Act of 1987, (PL 100-209), (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

8. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

9. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq*).

### 3. Federal Fair Labor Standards Act

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. Contractor has full responsibility to monitor compliance to the referenced statute or regulation. Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

4. Occupational Safety and Health Act

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Contractor retains full responsibility to monitor its compliance and its subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

**RECORDING REQUESTED BY, AND  
WHEN RECORDED RETURN TO:**

Burbank-Glendale-Pasadena  
Airport Authority  
2627 Hollywood Way  
Burbank, CA 91505  
Attn: Executive Director

With a copy to:

City of Burbank  
275 East Olive Avenue  
Burbank, CA 91505  
Attn: City Clerk

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EXEMPT FROM RECORDING FEES UNDER GOVERNMENT CODE SECTIONS 6103 AND 27383 (RECORDING REQUESTED BY AND IS FOR THE BENEFIT OF THE BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY AND THE CITY OF BURBANK, WHICH ARE PUBLIC ENTITIES).

**MEMORANDUM OF ADJACENT PROPERTY  
REPLACEMENT PASSENGER TERMINAL SELECTION**

THIS MEMORANDUM OF ADJACENT PROPERTY REPLACEMENT PASSENGER TERMINAL SELECTION (this "Memorandum") is dated as of October 3, 2022 and is made by the **BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY**, a joint powers agency (the "Authority").

**RECITALS**

A. The Authority and the City of Burbank ("City") have executed a March 15 2005 Amended and Restated Grant of Easements, Declaration of Use Restrictions and Agreement for Adjacent Property (the "Restated Adjacent Property Easement"), which was recorded on March 21, 2005 in the Official Records of Los Angeles County as Document No. 05-0643307. The Restated Adjacent Property Easement provides for easements and use restrictions encumbering the Authority-owned property described in the attached Exhibit A (the "Adjacent Property") in favor of the City and benefitting certain City-owned property.

B. The Authority and the City have executed a February 6, 2017 Modification to Amended and Restated Grant Of Easements, Declaration Of Use Restrictions And Agreement For Adjacent Property (the "Modification"), which was recorded on March 30, 2017 in the Official Records of Los Angeles County as Document No. 20170351424.

C. Sections 1 and 2 of the Modification provide for modification of the easements and use restrictions set forth in the Restated Adjacent Property Easement upon the Authority's recordation of an instrument memorializing its decision to construct a 14-gate 355,000 square foot replacement passenger terminal on either the Adjacent Property or on the Bob Hope Airport's Southwest Quadrant (approximately 43.2 acres located southerly of the Airport's runway 8-26 and westerly of the Airport's runway 15-33).

**NOW, THEREFORE,** the Authority states as follows:

1. Adjacent Property Terminal Selection. The Authority represents and warrants that it has chosen to construct the replacement passenger terminal on the Adjacent Property.

2. Effective Date. This Memorandum shall be effective upon recordation.

**Executed:**

BURBANK-GLENDALE-PASADENA  
AIRPORT AUTHORITY  
a joint powers agency

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Emily Gabel-Luddy, President

ATTEST:

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Terri Williams, Board Clerk

APPROVED AS TO FORM:

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Terence Boga, General Counsel

## EXHIBIT A

### 1. PARCEL "A SOUTH".

PARCEL "A SOUTH" BEING THAT PORTION OF PARCEL "A" AS SHOWN ON MAP OF RECORD OF SURVEY, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, FILED IN BOOK 113 PAGES 90 AND 91 OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF FRACTIONAL SECTION 4, TOWNSHIP 1 NORTH, RANGE 14 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND.

EXCEPTING THE EASTERLY 50 FEET OF SAID LAND.

ALSO EXCEPTING THAT PORTION OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4, LYING NORTHERLY OF A LINE PARALLEL WITH AND DISTANT NORTHERLY 750.00 FEET MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF THE EAST-WEST RUNWAY OF THE BURBANK-GLENDALE-PASADENA AIRPORT, SAID CENTERLINE BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF HOLLYWOOD WAY (100.00 FEET WIDE) WITH THE CENTERLINE OF WINONA AVENUE, BEING THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4; THENCE ALONG SAID CENTERLINE OF HOLLYWOOD WAY, SOUTH 100' 12" WEST 621.13 FEET TO ITS INTERSECTION WITH THE EASTERLY PROLONGATION OF THE CENTERLINE OF SAID RUNWAY; THENCE ALONG SAID PROLONGATION AND SAID CENTERLINE, NORTH 89° 03' 06" WEST TO THE WESTERLY LINE OF SAID AIRPORT.

### 2. PARCEL "E".

PARCEL "E" AS SHOWN ON MAP OF RECORD OF SURVEY, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, FILED IN BOOK 113 PAGES 90 AND 91 OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF LOT 3 IN THE NORTHWEST ONE-QUARTER OF FRACTIONAL SECTION 4, TOWNSHIP 1 NORTH, RANGE 14 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND, LYING EASTERLY OF THAT CERTAIN COURSE IN THE GENERAL EASTERLY LINE OF THE BURBANK-GLENDALE-PASADENA AIRPORT DESCRIBED IN PARCEL 1 IN THAT DEED TO THE

HOLLYWOOD-BURBANK AIRPORT AUTHORITY RECORDED ON JUNE 29, 1978 AS INSTRUMENT NO. 78-704352 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS HAVING A BEARING AND LENGTH OF "NORTH 12° 54' 21" WEST 2897.71 FEET".

EXCEPT THE EASTERLY 330 FEET OF THE NORTHERLY 660 FEET THEREOF.

3. PARCEL "H".

PARCEL "H" AS SHOWN ON MAP OF RECORD OF SURVEY, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, FILED IN BOOK 113 PAGES 90 AND 91 OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE MOST SOUTHERLY 47 FEET OF THE NORTHERLY 660 FEET OF THE EASTERLY 330 FEET OF LOT 3 OF THE NORTHWEST QUARTER OF FRACTIONAL SECTION 4, TOWNSHIP 1 NORTH, RANGE 14 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND.

4. PARCEL "D".

PARCEL "D" AS SHOWN ON MAP OF RECORD OF SURVEY, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, FILED IN BOOK 113 PAGES 90 AND 91 OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT "A" OF TRACT NO. 3008, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 34 PAGE 71 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THAT PORTION OF SAID LOT "A", LYING WESTERLY OF THAT CERTAIN EASTERLY BOUNDARY LINE OF THE LAND DESCRIBED IN PARCEL 1 OF THE DEED TO THE CITY OF BURBANK, RECORDED ON JUNE 29, 1978 AS INSTRUMENT NO. 78-704351, IN SAID OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SHOWN AS HAVING A BEARING AND LENGTH OF NORTH 12° 54' 21" WEST 2897.71 FEET.

ALSO EXCEPT THEREFROM THAT PORTION OF SAID LOT "A" OF TRACT NO. 3008, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTERLINES OF HOLLYWOOD WAY (100.00 FEET WIDE) AND WINONA AVENUE (80.00 FEET WIDE); THENCE NORTH 89° 01' 33" WEST 1610.28 FEET ALONG THE EASTERLY PROLONGATION OF THE SOUTHERLY LINE OF SAID LOT "A", BEING THE CENTERLINE OF WINONA AVENUE, VACATED BY THE CITY OF BURBANK, BY RESOLUTION NO. 1965 ON

JUNE 18, 1941 AND NO. 1032 ON MARCH 26, 1929 AND FURTHER BEING THAT CERTAIN COURSE IN THE BOUNDARY OF THE PROPERTY CONVEYED TO THE BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY, FORMERLY KNOWN AS THE HOLLYWOOD-BURBANK AIRPORT AUTHORITY BY DEED RECORDED AS DOCUMENT NO. 78-704352 ON JUNE 29, 1978, IN THE OFFICE OF SAID COUNTY RECORDER, DESCRIBED IN SAID DEED AS BEING THE NORTHERLY LINE OF THE SOUTHEAST ONE QUARTER, SECTION 4, TOWNSHIP 1 NORTH, RANGE 14 WEST, SAN BERNARDINO MERIDIAN, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, TO THE TRUE POINT OF BEGINNING; THENCE NORTH 89° 01' 33" WEST 259.27 FEET TO THE WESTERLY TERMINUS OF SAID CERTAIN COURSE; THENCE CONTINUING ALONG THE BOUNDARY OF SAID AIRPORT AUTHORITY, NORTH 12° 54' 21" WEST 432.61 FEET; THENCE PARALLEL WITH THE FIRST DESCRIBED COURSE IN SAID AIRPORT AUTHORITY BOUNDARY, SOUTH 89° 01' 33" EAST 363.05 FEET TO A LINE DRAWN AT RIGHT ANGLES TO SAID FIRST DESCRIBED COURSE THAT PASSES THROUGH SAID TRUE POINT OF BEGINNING; THENCE ALONG SAID LINE SOUTH 0° 58' 27" WEST 419.98 FEET TO THE TRUE POINT OF BEGINNING.

**Recording Requested By:**

California Regional Water Quality Control Board  
Los Angeles Region  
Attention: Executive Officer  
320 W. 4th Street, Suite 200  
Los Angeles, California 90013

**When Recorded, Mail To:**

Executive Officer  
California Regional Water Quality Control Board  
Los Angeles Region  
320 W. 4<sup>th</sup> Street, Suite 200  
Los Angeles, California 90013

**COVENANT AND ENVIRONMENTAL RESTRICTION ON PROPERTY**

**HOLLYWOOD BURBANK AIRPORT  
REPLACEMENT PASSENGER TERMINAL  
ASSESSOR'S PARCEL NUMBER (APN): 2466-011-916  
generally located at 2801 North Hollywood Way, Burbank, CA 91505  
LARWQCB SITE CLEANUP PROGRAM NO. 104.0674A**

This Covenant and Environmental Restriction on Property ("Covenant") is made as of the [1-31st] day of [Month], 20XX by the Burbank-Glendale-Pasadena Airport Authority, a joint powers agency ("Covenantor") who is the owner of record of that certain property identified as APN 2466-011-916 and commonly known as 2801 North Hollywood Way, in the City of Burbank, County of Los Angeles, State of California, which is more particularly described in Exhibits A and B attached hereto and incorporated herein by this reference (hereinafter referred to as the "Burdened Property"), for the benefit of the California Regional Water Quality Control Board, Los Angeles Region ("Board"), with reference to the following facts:

A. Nature of Covenant. This Covenant is an environmental covenant provided for by Civil Code section 1471 and required by the Board pursuant to Water Code section 13304 because the Board has determined that the Burdened Property is not suitable for unrestricted use and that a land use restriction is necessary for the protection of present or future human health, safety, or the environment as result of the presence of hazardous materials, as defined in section 25260 of the Health and Safety Code, in the soil and/or groundwater at the Burdened Property.

B. Contamination of the Burdened Property. The soil, soil vapor and groundwater at the Burdened Property were contaminated by hazardous materials

conducted by operations of Lockheed Martin Corporation and its corporate predecessors (“Lockheed”). The known contamination originally consisted of organic chemicals including aircraft fuels, biocides, descalers, fuel oils, gasoline, paints, solvents, acids, caustics, plastic resins, and hardeners which constitute hazardous materials. By means of soil remediation initially conducted by Lockheed under the Board’s oversight and continuing groundwater remediation overseen by the U.S. EPA as part of the Burbank Operable Unit, the known soil and groundwater contamination has been reduced. Groundwater concentrations are currently being treated and monitored under oversight of the U.S. EPA. Soil and soil vapor concentrations at the Burdened Property were evaluated as part of a Human Health Risk Assessment field sampling event conducted at the site in February and March 2017. Results and findings from the risk assessment field sampling activities were published in the July 2017 Draft Human Health Risk Assessment<sup>1</sup> and December 2017 Final Human Health Risk Assessment<sup>2</sup>. The California Office of Environmental Health Hazard Assessment (OEHHA) reviewed the Draft and Final Human Health Risk Assessment reports and concluded in a memorandum<sup>3</sup> (dated November 20, 2017) that the cancer risk and non-cancer hazard for the remaining soil and soil vapor concentrations at the Burdened Property are below typically acceptable levels for airport workers and construction workers. The Board approved the Draft and Final HHRA with certain comments in a letter dated January 29, 2018.

C. Exposure Pathways. The contaminants addressed in this Covenant are present in the soil, soil vapor, and groundwater at the Burdened Property. Without the mitigation measures which have been performed on the Burdened Property, exposure to these contaminants could take place as listed in detail in the July 2017 Draft Human Health Risk Assessment and the December 2017 Final Human Health Risk Assessment commissioned by Covenantor. The risk of public exposure to the contaminants in soil, soil vapor and groundwater has been substantially lessened by the remediation and controls described herein.

D. Land Uses and Population Potentially Affected. A portion of the Burdened Property is currently in use only for parking purposes. It is intended to be used for airport purposes and is adjacent to industrial and commercial land uses.

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<sup>1</sup> The Draft Human Health Risk Assessment is accessible at the following link:  
[https://geotracker.waterboards.ca.gov/es/uploads/geo\\_report/8699212849/T10000009160.PDF](https://geotracker.waterboards.ca.gov/es/uploads/geo_report/8699212849/T10000009160.PDF)

<sup>2</sup> The Final Human Health Risk Assessment is accessible at the following link:  
[https://geotracker.waterboards.ca.gov/es/uploads/geo\\_report/8857824742/T10000009160.PDF](https://geotracker.waterboards.ca.gov/es/uploads/geo_report/8857824742/T10000009160.PDF)

<sup>3</sup> The OEHHA memorandum dated November 20, 2017 is accessible at the following link:  
[https://geotracker.waterboards.ca.gov/view\\_documents?global\\_id=T10000009160&enforcement\\_id=6343228](https://geotracker.waterboards.ca.gov/view_documents?global_id=T10000009160&enforcement_id=6343228)

E. Federal Review and Approval of Intended Future Use of Portion of the Burdened Property for Replacement Terminal Project: In May 2021, the U.S. Government, the Federal Aviation Administration as lead agency, issued a “Final Environmental Impact Statement Proposed Replacement Terminal Project Bob Hope “Hollywood Burbank” Airport, Burbank, Los Angeles County, California.”<sup>4</sup> The Federal Aviation Administration further issued a related Record of Decision approving the new proposed use on a portion of the Burdened Property.

F. Disclosure and Sampling. Disclosure of the presence of hazardous materials on the Burdened Property has been made to the Board and extensive sampling of the Burdened Property has been conducted.

G. Use of Burdened Property. Covenantor desires and intends that in order to benefit the Board, and to protect present and future human health, safety, or the environment, the Burdened Property shall be used in a manner consistent with this Covenant as to avoid potential harm to persons or property that might result from any hazardous materials that might remain deposited on portions of the Burdened Property.

## ARTICLE I GENERAL PROVISIONS

1.1 Provisions to Run with the Land. This Covenant sets forth protective provisions, covenants, conditions and restrictions (collectively referred to as "Restrictions") upon and subject to which the Burdened Property and every portion thereof shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered, and/or conveyed. These Restrictions are reasonably necessary to protect present and future human health or safety or the environment as a result of the presence of hazardous materials at the Burdened Property. Each and all of the Restrictions shall run with the land and pass with each and every portion of the Burdened Property, and shall apply to, inure to the benefit of, and bind the respective successors, assigns, and lessees thereof for the benefit of the Board and all Owners and Occupants. Each and all of the Restrictions: (a) are imposed upon the entire Burdened Property; (b) run with the land pursuant to Civil Code section 1471; and (c) are enforceable by the Board.

1.2 Concurrence of Owners and Lessees Presumed. After the date of recordation hereof, all purchasers, lessees, and possessors of all or any portion of the Burdened Property shall become Owners or Occupants as defined herein and shall be deemed by their purchase, leasing, or possession of the Burdened Property to be bound by the Restrictions and to agree for and among themselves, their heirs, successors, and

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<sup>4</sup> The Federal Aviation Authority’s Final Environmental Impact Statement dated May 20221 is accessible at the following link: <https://bobhopeairporteis.com/documents-resources-and-reports/#reports>.

assignees, and the agents, employees, and lessees of such owners, heirs, successors, and assignees, that the Restrictions herein established must be adhered to for the benefit of the Board and all Owners and Occupants, and that the interest of all Owners and Occupants of the Burdened Property shall be subject to the Restrictions.

1.3 Incorporation into Deeds and Leases. Covenantor shall incorporate this Covenant into and to attach this Covenant to each and all deeds and leases of all or any portion of the Burdened Property. Recordation of this Covenant shall be deemed binding on all successors, assigns, and lessees, regardless of whether a copy of this Covenant has been attached to or incorporated into any given deed or lease.

1.4 Purpose. It is the purpose of this instrument to convey to the Board real property rights as specified in this Covenant, which will run with the land, to facilitate the remediation of past environmental contamination and to protect present and future human health, safety, or the environment by reducing the risk of exposure to residual hazardous materials.

## ARTICLE II DEFINITIONS

2.1 Board. "Board" shall mean the California Regional Water Quality Control Board, Los Angeles Region and shall include its successor agencies, if any.

2.2 Covenantor. "Covenantor" shall mean the Burbank-Glendale-Pasadena Airport Authority and shall include its successors, if any.

2.3 Improvements. "Improvements" shall mean all buildings, structures, roads, driveways, gradings, re-gradings, and paved areas, constructed or placed upon any portion of the Burdened Property.

2.4 Occupant. "Occupant" shall mean a person entitled by ownership, leasehold, or other legal relationship to the right to use and/or occupy all or any portion of the Burdened Property.

2.5 Owner. "Owner" shall mean Covenantor and Covenantor's successors in interest who hold title to all or any portion of the Burdened Property.

## ARTICLE III

## DEVELOPMENT, USE, AND CONVEYANCE OF THE BURDENED PROPERTY

3.1 Restrictions on Development and Use. Covenantor promises to restrict the use of the Burdened Property as follows:

- a. Development and use of the Burdened Property shall be restricted to industrial, commercial, office space, and Airport Zone uses (as authorized by the Burbank Municipal Code at the date of recordation of this Covenant or thereafter);
- b. No residence for human habitation shall be permitted on the Burdened Property;
- c. No hospitals shall be permitted on the Burdened Property; provided that nothing herein shall preclude Covenantor from developing and operating emergency short-term health care facilities at or adjacent to a passenger terminal to be utilized in connection with transit purposes on a 24-hours per day basis.
- d. No public or private schools for persons under 21 years of age shall be permitted on the Burdened Property.
- e. No care facility or community centers for children or senior citizens shall be permitted on the Burdened Property; provided that nothing herein shall preclude Covenantor from developing and operating temporary child-care or elder-care facilities at or adjacent to a passenger terminal to be utilized in connection with transit purposes on a 24-hours per day basis.
- f. No Owner or Occupant shall conduct or permit any excavation work on the Burdened Property unless expressly permitted in writing by the Board at depths more than 25 feet below ground surface (bgs), provided that an Owner or Occupant may excavate to a depth of 25 bgs pursuant to a Board-approved Soil Management Plan and Health & Safety Plan, and pursuant to the requirements of the December 2017 Final Human Health Risk Assessment. Any contaminated soils brought to the surface by grading, excavation, trenching, or backfilling shall be managed by Owner, Owner's agent, Occupant, or Occupant's agent in accordance with all applicable provisions of local, state and federal law.
- g. All uses and development of the Burdened Property shall be consistent with any applicable Board Order, Board-approved Final Human Health Risk Assessment, Health & Safety Plan and Soil Management Plan<sup>5</sup>the latter of which was approved by the Board on April 8, 2022, each of which is hereby incorporated

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<sup>5</sup> The Soil Management Plan is accessible at the following link:  
[https://documents.geotracker.waterboards.ca.gov/esi/uploads/geo\\_report/7236759841/T10000009160.PDF](https://documents.geotracker.waterboards.ca.gov/esi/uploads/geo_report/7236759841/T10000009160.PDF)

herein by reference, and including future amendments thereto.

h. No Owner or Occupant shall drill, bore, otherwise construct, or use a well for the purpose of extracting water for any use, including but not limited to, domestic, potable, or industrial uses, unless expressly permitted in writing by the Board; nor shall Owner or Occupant permit or engage any third party to do such acts.

i. Owner and/or Occupant shall notify the Board of each of the following: (1) the cause and location of any disturbance to any groundwater monitoring system subsequently installed on the Burdened Property pursuant to the requirements of the Board, which could affect the ability of monitoring system to perform its function, and (2) the type and date of repair of such disturbance. Notifications to the Board shall be made by registered mail within ten (10) working days of both the date of discovery of such disturbance and the date of completion of repairs.

j. Covenantor agrees that the Board, and any persons acting pursuant to Board orders, shall have reasonable access to the Burdened Property for the purposes of inspection, surveillance, maintenance, or monitoring as provided in Division 7 of the Water Code; provided that the Board or persons acting pursuant to Board orders shall comply with federal restrictions on airport access imposed by the Federal Aviation Administration, the Transportation Security Administration, or other federal agency.

k. No Owner or Occupant shall act in any manner that threatens or is likely to aggravate or contribute to the existing contaminated conditions of the Burdened Property.

3.2 Enforcement. Failure of an Owner or Occupant to comply with any of the Restrictions set forth in Paragraph 3.1 above shall be grounds for the Board, by the authority of this Covenant, to require that the Owner or Occupant modify or remove, or cause to be modified or removed, any Improvements constructed in violation of that Paragraph. Violation of this Covenant shall also be grounds for the Board to file civil actions against the Owner or Occupant as provided by law. Nothing in this Covenant shall limit the Board's authority under Division 7 (commencing with section 13000) of the Water Code or other applicable laws. Prior to requiring modification or removal of a contested Improvement, and prior to filing a civil action against an Owner or Occupant for an alleged violation of this Covenant, the Board shall afford such Owner or Occupant a reasonable opportunity to present evidence that the contested Improvement or alleged violation is a result of an act or an omission by such Owner or Occupant in compliance with federal aviation safety requirements or in compliance with the regulations or orders of the Federal Aviation Administration, the Transportation Security Administration, or any other federal agency having jurisdiction.

3.3 Notice in Agreements. After the date of recordation hereof, Covenantor shall incorporate the following statement into each and all deeds and leases of all or any portion of the Burdened Property:

The land described herein contains hazardous materials in the soils and/or groundwater under the property, and is subject to a Covenant and Environmental Restriction on Property dated as of [DATE], 20XX, and recorded on [DATE RECORDED], 20XX, in the Official Records of [COUNTY] County, California, as Document No. XXXXX, which Covenant and Environmental Restriction on Property imposes certain covenants, conditions, and restrictions on usage of the property described herein. This statement is not a declaration that a hazard exists.

#### ARTICLE IV VARIANCE, TERMINATION, AND TERM

4.1 Variance. Any Owner or, with the Owner's written consent, any Occupant may apply to the Board for a written variance from the provisions of this Covenant.

4.2 Termination. Any Owner or, with the Owner's written consent, any Occupant may apply to the Board for a termination of the Restrictions as they apply to all or any portion of the Burdened Property.

4.3 Term. Unless terminated in accordance with Paragraph 4.2 above, by law or otherwise, this Covenant shall continue in effect in perpetuity.

#### ARTICLE V MISCELLANEOUS

5.1 No Dedication Intended. Nothing set forth herein shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Burdened Property or any portion thereof to the general public.

5.2 Notices. Whenever any person gives or serves any notice, demand, or other communication with respect to this Covenant, each such notice, demand, or other communication shall be in writing and shall be deemed effective (a) when delivered, if personally delivered to the person being served or to a person authorized to accept on behalf of a government agency being served, or (b) three (3) business days after deposit in the mail if mailed by United States mail, postage paid certified, return receipt requested, and addressed:

*If To: "Covenantor"*

Executive Director  
Burbank-Glendale-Pasadena Airport Authority  
2627 Hollywood Way  
Burbank, CA. 91505

And Copy To:

Terence Boga, Esq.  
Richards Watson Gershon  
350 So. Grand Avenue  
37<sup>th</sup> Floor  
Los Angeles, CA. 90071

*If To: "Board":*

Regional Water Quality Control Board  
Los Angeles Region  
Attention: Executive Officer  
320 W. 4<sup>th</sup> Street, Suite 200  
Los Angeles, California 90013

5.3 Partial Invalidity. If any portion of the Restrictions or terms set forth herein is determined by a court having jurisdiction to be invalid for any reason, the remaining portion shall remain in full force and effect as if such portion had not been included herein.

5.4 Recordation. This instrument shall be executed by the President of Covenantor and by the Executive Officer of the Board. This instrument shall be recorded by Covenantor in the County of Los Angeles within ten (10) days of the date of execution.

5.5 References. All references to Code sections include successor provisions.

5.6 Construction. Any general rule of construction to the contrary notwithstanding, this instrument shall be liberally construed in favor of the Covenant to preserve and implement the purpose of this instrument and the policies and purposes of the Water Code. If any provision of this instrument is found to be ambiguous, an interpretation consistent with the purpose of this instrument that would render the provision valid shall be favored over any interpretation that would render it invalid.

IN WITNESS WHEREOF, the parties execute this Covenant as of the date set forth above.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;  
SIGNATURES ON FOLLOWING PAGES]**

Covenantor: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

### **CERTIFICATE OF ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Los Angeles

On \_\_\_\_\_ before me, \_\_\_\_\_  
(insert name and title of the officer)

personally \_\_\_\_\_ appeared  
\_\_\_\_\_, who proved to me  
on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they  
executed the same in his/her/their authorized capacity(ies), and that by his/her/their  
signature(s) on the instrument the person(s), or the entity upon behalf of which the  
person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California  
that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

**(Seal)**

California Regional Water Quality Control Board, Los Angeles Region

Print Name:

Signature: \_\_\_\_\_

Title: Executive Officer

Date: \_\_\_\_\_

### **CERTIFICATE OF ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Los Angeles

On \_\_\_\_\_ before me, \_\_\_\_\_  
(insert name and title of the officer)

personally \_\_\_\_\_ appeared  
\_\_\_\_\_, who proved to me  
on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they  
executed the same in his/her/their authorized capacity(ies), and that by his/her/their  
signature(s) on the instrument the person(s), or the entity upon behalf of which the  
person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California  
that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

**(Seal)**



EXHIBIT A

LEGAL DESCRIPTION OF THE BURDENED PROPERTY

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ALSO EXCEPTING THAT PORTION OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4, LYING NORTHERLY OF A LINE PARALLEL WITH AND DISTANT NORTHERLY 750.00 FEET MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF THE EAST-WEST RUNWAY OF THE

1 BURBANK-GLENDALE-PASADENA AIRPORT, SAID CENTERLINE BEING  
2 DESCRIBED AS FOLLOWS:  
3  
4 BEGINNING AT THE INTERSECTION OF HOLLYWOOD WAY (100.00 FEET WIDE)  
5 WITH THE CENTERLINE OF WINONA AVENUE, BEING THE SOUTHEAST CORNER  
6 OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4;  
7 THENCE ALONG SAID CENTERLINE OF HOLLYWOOD WAY, SOUTH 1°00'12"  
8 WEST 621.13 FEET TO ITS INTERSECTION WITH THE EASTERLY  
9 PROLONGATION OF THE CENTERLINE OF SAID RUNWAY; THENCE ALONG SAID  
10 PROLONGATION AND SAID CENTERLINE, NORTH 89°03'06" WEST TO THE  
11 WESTERLY LINE OF SAID AIRPORT.  
12  
13 ALSO EXCEPTING THEREFROM THAT PORTION OF SAID LOT "A" OF TRACT NO.  
14 3008, LYING WESTERLY OF THAT CERTAIN EASTERLY BOUNDARY LINE OF THE  
15 LAND DESCRIBED IN PARCEL 1 OF THE DEED TO THE CITY OF BURBANK,  
16 RECORDED ON JUNE 29, 1978 AS INSTRUMENT NO. 78-704351, IN SAID OFFICE  
17 OF THE COUNTY RECORDER OF SAID COUNTY, SHOWN AS HAVING A BEARING  
18 AND LENGTH OF NORTH 12°54'21" WEST 2897.71 FEET.  
19  
20 ALSO EXCEPTING THEREFROM THAT PORTION OF SAID LOT "A" OF TRACT NO.  
21 3008, DESCRIBED AS FOLLOWS:  
22  
23 BEGINNING AT THE INTERSECTION OF THE CENTERLINES OF HOLLYWOOD  
24 WAY (100.00 FEET WIDE) AND WINONA AVENUE (80.00 FEET WIDE); THENCE  
25 NORTH 89°01'33" WEST 1610.28 FEET ALONG THE EASTERLY PROLONGATION  
26 OF THE SOUTHERLY LINE OF SAID LOT "A", BEING THE CENTERLINE OF  
27 WINONA AVENUE, VACATED BY THE CITY OF BURBANK, BY RESOLUTION NO.  
28 1965 ON JUNE 18, 1941 AND NO. 1032 ON MARCH 26, 1929 AND FURTHER BEING  
29 THAT CERTAIN COURSE IN THE BOUNDARY OF THE PROPERTY CONVEYED TO  
30 THE BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY, FORMERLY  
31 KNOWN AS THE HOLLYWOOD-BURBANK AIRPORT AUTHORITY BY DEED  
32 RECORDED AS DOCUMENT NO. 78-704352 ON JUNE 29, 1978, IN THE OFFICE OF  
33 SAID COUNTY RECORDER, DESCRIBED IN SAID DEED AS BEING THE  
PAGE 10 OF 16 PAGES

1 NORTHERLY LINE OF THE SOUTHEAST ONE-QUARTER, SECTION 4, TOWNSHIP  
2 1 NORTH, RANGE 14 WEST, SAN BERNARDINO MERIDIAN, COUNTY OF LOS  
3 ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT  
4 THEREOF, TO THE TRUE POINT OF BEGINNING; THENCE NORTH 89°01'33"  
5 WEST 259.27 FEET TO THE WESTERLY TERMINUS OF SAID CERTAIN COURSE;  
6 THENCE CONTINUING ALONG THE BOUNDARY OF SAID AIRPORT AUTHORITY,  
7 NORTH 12°54'21" WEST 432.61 FEET; THENCE PARALLEL WITH THE FIRST  
8 DESCRIBED COURSE IN SAID AIRPORT AUTHORITY BOUNDARY, SOUTH  
9 89°01'33" EAST 363.05 FEET TO A LINE DRAWN AT RIGHT ANGLES TO SAID  
10 FIRST DESCRIBED COURSE THAT PASSES THROUGH SAID TRUE POINT OF  
11 BEGINNING; THENCE ALONG SAID LINE SOUTH 00°58'27" WEST 419.98 FEET TO  
12 THE TRUE POINT OF BEGINNING.  
13

PAGE 11 OF 16 PAGES

EXHIBIT B

MAP OF THE BURDENED PROPERTY



**Legend**

- Replacement Passenger Terminal Project  
(2801 No. Hollywood Way, Burbank, Ca.)

**Adjacent Property**  
**Hollywood Burbank Airport**  
 Replacement Passenger Terminal Project  
 Burbank California

**Geosyntec**  
 consultants

**Figure**  
**1**

WR2211 June 2017



Imagery Source: Google Earth Pro, February 2016

F:\GIS\Burbank\_Airport\Pro\_Project\2016\_10\ProposedLocations.aprx 7/6/2017 3:13 PM

## ARTICLE 3

### OBLIGATIONS OF AUTHORITY AND CITY

**Section 3.1**      **Obligations of Authority.** In consideration of the City's entering into this Agreement, the Authority agrees that it will comply with this Agreement, its Mitigation Monitoring Plan, the Project Approvals, and the Project Design Features. The parties acknowledge that the execution of this Agreement by the City is a material consideration for both the Authority's acceptance of, and agreement to comply with, the terms and conditions of this Agreement and the Project Approvals.

**Section 3.2**      **Obligations of City.** In consideration of the Authority's entering into this Agreement, the City agrees that it shall comply with this Agreement, and the City agrees that it shall act on all Authority applications pursuant to the Existing Development Regulations, subject to the terms, conditions and exceptions contained herein.

## ARTICLE 4

### VESTED RIGHT TO DEVELOPMENT OF REPLACEMENT TERMINAL PROJECT

**Section 4.1**      **Project Definition; Phasing Schedule.**

(a) Project Definition. The Replacement Terminal Project is defined as: the construction of a 14-gate 355,000 square-foot replacement passenger terminal, ancillary improvements including parking facilities (public and employee), a replacement airline cargo building, a ground service equipment maintenance building, and a replacement aircraft rescue and firefighting/police/emergency operations center building; demolition of the existing 14-gate 232,000 square-foot passenger terminal and adjacent existing four-level public parking structure; and, depending on the site of the replacement passenger terminal, relocation of some general aviation uses. The Replacement Terminal Project is more specifically described in Exhibit C. This Agreement approves the Adjacent Property and the Southwest Property as alternative, mutually exclusive, sites for the Replacement Terminal. The Authority is required to designate, and shall have absolute discretion to select, either of these sites, but not both, for the Replacement Terminal location in accordance with Section 5.5.<sup>2</sup>

(b) Phasing Schedule. The parties acknowledge that construction phasing for the Replacement Terminal Project will vary based upon, among other things, the Authority's selection of a Replacement Terminal location. The schedules below are

<sup>2</sup> This Agreement provides the Authority a vested right to construct either the Adjacent Property Full-Size Terminal development option or the Southwest Quadrant Full-Size Terminal development option evaluated in the EIR, even if the Authority chooses to build a replacement passenger terminal that is less than 355,000 square-foot in size. The Southwest Quadrant Same-Size development option evaluated in the EIR is not part of this Agreement.

and deal with each other in good faith, and shall assist each other in the performance of the provisions of this Agreement.

**Section 5.5**      **Authority Designation of Replacement Terminal Location.**

The Easement Modification authorizes the Authority to formally designate either, but not both, the Adjacent Property or the Southwest Property as the location for the Replacement Terminal. If such selection is made during the Term, as provided in the Easement Modification, then the Project Approvals and Conditions of Approval relevant to the selected site shall be applicable to the Replacement Terminal Project. Consistent with the provisions of the Easement Modification, this Agreement authorizes only one site for the Replacement Terminal. If a selection is not made pursuant to the Easement Modification during the Term, then this Agreement shall expire without the development of the Replacement Terminal Project. Once a site is designated, nothing herein precludes the Authority from constructing a replacement terminal up to 355,000 square feet or less.

**Section 5.6**      **Transient Parking Tax.** The City shall not seek or support voter approval for an increase in the transient parking tax above 15% prior to the Replacement Terminal being opened.

**ARTICLE 6**

**SCOPE OF CITY LAND USE POWERS OVER AIRPORT ZONED PROPERTY**

**Section 6.1**      **Intent.** During the last ten years, the parties had agreed to peaceably disagree about the extent of the City's land use powers on Airport-zoned property in the City of Burbank. Similar to the agreement memorialized in the 2005 Development Agreement, the parties agree that it is in their mutual benefit to hold in abeyance any such disagreement (or potential legal claims and positions based upon such disagreements) for the Term. Nothing contained herein is intended to: (i) constitute an acceptance of the other party's legal claims or positions on such matters; (ii) waive or estop a party from asserting those claims or positions during the Term in connection with matters not covered by this Agreement during the Term, or from asserting those claims or positions after the termination or expiration of this Agreement; or (iii) negate any prior waiver of those claims or positions.

**Section 6.2**      **Vested Rights to Zoning Ordinances and General Plan Land Use Designations.** The Authority has vested rights in the zoning designations and General Plan land use designations applicable to the Property on the Effective Date. The City shall interpret Airport Zone permitted uses in the manner set forth in Section 4.6 and such interpretation shall be vested in the Property during the Term. The City further agrees not to impose any development standards or design requirements in the Airport Zone (or applicable to that zone) as to the Property, except that the standards and requirements in Section 4.7 and Exhibit H shall apply to the Property and the Replacement Terminal Project during the Term. The City further agrees to not apply any historic resource designation or historic district designation to the Property without the Authority's consent. During the Term, the City further agrees to not amend or repeal the Property's General Plan land use designations or zoning designations. The Authority

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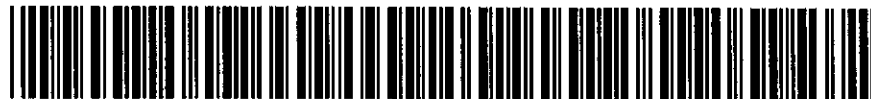


Pages:  
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Recorded/Filed in Official Records  
Recorder's Office, Los Angeles County,  
California

03/30/17 AT 09:47AM

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THIS FORM IS NOT TO BE DUPLICATED

**RECORDING REQUESTED BY, AND  
WHEN RECORDED RETURN TO:**

Burbank-Glendale-Pasadena  
Airport Authority  
2627 Hollywood Way  
Burbank, CA 91505  
Attn: Executive Director



With a copy to:

City of Burbank  
275 East Olive Avenue  
Burbank, CA 91505  
Attn: City Clerk

EXEMPT FROM RECORDING FEES UNDER GOVERNMENT CODE SECTIONS 6103 AND 27383 (RECORDING REQUESTED BY AND IS FOR THE BENEFIT OF THE BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY AND THE CITY OF BURBANK, WHICH ARE PUBLIC ENTITIES).

**MODIFICATION TO AMENDED AND RESTATED  
GRANT OF EASEMENTS, DECLARATION OF USE RESTRICTIONS  
AND AGREEMENT FOR ADJACENT PROPERTY**

THIS MODIFICATION TO AMENDED AND RESTATED GRANT OF EASEMENTS, DECLARATION OF USE RESTRICTIONS AND AGREEMENT FOR ADJACENT PROPERTY (this "Modification") is dated as of February 6, 2017 for reference purposes, is effective upon recordation, and is executed by the **BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY**, a joint powers agency (the "Authority"), and the **CITY OF BURBANK**, a charter city and municipal corporation (the "City"). The Authority and the City are from time to time hereinafter referred to individually as a "party" and collectively as the "parties."

RECITALS

A. On June 25, 1999, the Superior Court entered a judgment in condemnation in *Burbank-Glendale-Pasadena Airport Authority v. Lockheed Corporation, et al.*, Los Angeles County Superior Court Case No. BC 155222, an eminent domain proceeding filed by the Authority to condemn for public use certain real property. On November 19, 1999, the Court entered a Final Order of Condemnation containing the terms under which such eminent domain proceeding was concluded.

B. On November 23, 1999, the parties executed that certain Grant of Easements, Declaration of Use Restrictions and Agreement for Adjacent Property (the "Original Easement"), which was recorded in the Official Records of Los Angeles County on December 2, 1999, as Document No. 99-2219083.

C. On February 26, 2003, the parties executed that certain First Amendment to Grant of Easements, Declaration of Use Restrictions and Agreement for Adjacent Property (the "First Amendment"). The Original Easement, as amended by the First Amendment, is referred to herein as the "Adjacent Property Easement."

D. On March 15, 2005, the parties executed that certain Amended and Restated Grant of Easements, Declaration of Use Restrictions and Agreement for Adjacent Property (the "Restated Adjacent Property Easement"), which was recorded on March 21, 2005 in the Official Records of Los Angeles County as Document No. 05-0643307. The Restated Adjacent Property Easement completely superseded and restated the Adjacent Property Easement, and provided for easements and use restrictions encumbering certain Authority-owned property described in the attached Exhibit A (the "Adjacent Property") in favor of the City and benefitting certain City-owned property described in the attached Exhibit B (the "City Property").

E. The parties desire to execute and thereafter record this Modification to provide for the modification of, and, if certain circumstances occur, the termination of, easements and use restrictions encumbering the Adjacent Property in favor of the City and benefitting the City Property.

F. The purpose of this Modification is to facilitate the Authority's construction of a Replacement Terminal Project at the Bob Hope Airport. This Modification is one element of a complex series of actions and agreements to provide for the Authority's ability to construct a Replacement Terminal Project and to provide for the City's receipt of protections that will be afforded by an amendment of the Authority's establishing joint powers agreement.

G. References herein to "the Authority" and "the City" shall include grantees, successors and assigns of the Authority and the City, as applicable.

**NOW, THEREFORE,** the Restated Adjacent Property Easement is hereby modified, as of the date of recordation hereof, as follows:

1. Modification of Easements.

1.1 Modification for Adjacent Property Replacement Passenger Terminal. This Subsection 1.1 shall only be effective if and when the Authority records a Memorandum of Adjacent Property Replacement Passenger Terminal Selection in substantially the form set forth on the attached Exhibit C ("Adjacent Property Terminal Selection Memo"). Upon such a recordation, the Adjacent Property Easements are modified to allow use of the Adjacent Property for a 14-gate 355,000 square foot replacement passenger terminal and ancillary improvements explicitly permitted by Burbank City Council Resolution No. 16-28,870 adopted by the City pursuant to Public Utilities Code Section 21661.6 ("PUC Section 21661.6").

1.2 Modification for Southwest Quadrant Replacement Passenger Terminal. This Subsection 1.2 shall only be effective if and when the Authority records a

Memorandum of Southwest Quadrant Replacement Passenger Terminal Selection in substantially the form set forth on the attached Exhibit D ("Southwest Quadrant Terminal Selection Memo"). Upon such a recordation, the Adjacent Property Easements are modified to allow use of the Adjacent Property for general aviation and the ancillary improvements explicitly permitted by Burbank City Council Resolution No. 16-28,870 adopted by the City pursuant to PUC Section 21661.6. Notwithstanding any potentially contrary authority, the Adjacent Property Easements shall preclude, without limitation, Commercial Airline passenger terminal-related functions including remote or contact aircraft gates.

2. Modification of Use Restrictions.

2.1 Modification for Adjacent Property Replacement Passenger Terminal. This Subsection 2.1 shall only be effective if and when the Authority records an Adjacent Property Terminal Selection Memo. Upon such a recordation, the Adjacent Property Use Restrictions are modified to allow use of the Adjacent Property for a 14-gate 355,000 square foot replacement passenger terminal and ancillary improvements explicitly permitted by Burbank City Council Resolution No. 16-28, 870 adopted by the City pursuant to PUC Section 21661.6.

2.2 Modification for Southwest Quadrant Replacement Passenger Terminal. This Subsection 2.2 shall only be effective if and when the Authority records a Southwest Quadrant Terminal Selection Memo. Upon such a recordation, the Adjacent Property Use Restrictions are modified to allow use of the Adjacent Property for general aviation and the ancillary improvements explicitly permitted by Burbank City Council Resolution No. 16-28, 870 adopted by the City pursuant to PUC Section 21661.6. Notwithstanding any potentially contrary authority, the Adjacent Property Use Restrictions shall preclude, without limitation, Commercial Airline passenger terminal-related functions including remote or contact aircraft gates.

3. Recordation of Modification. This Modification shall be recorded upon the occurrence of both of the following: (i) the Los Angeles County Registrar-Recorder/County Clerk certifies the results of the November 8, 2016, Measure B ballot measure to the City Council and the City Council declares an affirmative Measure B vote resulting in the ratification of such ordinance and all other City discretionary approvals for the Replacement Terminal Project (Project); and (ii) either (a) passage of 90 days following the affirmative Measure B vote without the filing of a lawsuit challenging the validity of the Measure B election or any City or Authority actions related to the Project; or (b) resolution of each such lawsuit by a court of competent jurisdiction in a final decision that upholds the challenged matter(s). If there is no such lawsuit, then the recordation date shall be February 7, 2017. If there is such a lawsuit, then the recordation date shall be the date on which a final decision of a court of competent jurisdiction has upheld the challenged matter(s). If Burbank voters do not approve the Measure B ballot measure, or if a lawsuit challenging the validity of the Measure B election or any City or Authority actions related to the Project is sustained by a final decision of a court of competent jurisdiction and there is no appeal thereof, then this Modification will never become

effective nor recorded and shall have no force or effect and shall be considered to be void ab initio.

4. Recordation of Terminal Selection Memo. Upon determining where it will construct a replacement passenger terminal, the Authority may unilaterally record on the Adjacent Property either but not both the Adjacent Property Terminal Selection Memo or the Southwest Quadrant Terminal Selection Memo. This Modification shall constitute the City's consent to the Authority's unilateral recordation of one, but only one, of such memoranda.

5. Termination of Adjacent Property Easement. The City shall terminate all of the Adjacent Property Easements and all of the Adjacent Property Use Restrictions by executing and recording a Termination Instrument substantially in the form set forth in the attached Exhibit E when, and only if, both of the following conditions precedent have been satisfied: (i) the Authority has recorded an Adjacent Property Terminal Selection Memo; and (ii) the Building Official for the Replacement Terminal Project has issued the parties written notice that the replacement passenger terminal foundation has been poured and one replacement passenger terminal wall has been erected. Execution and recordation of the Termination Instrument shall be completed within 30 days of such notice, and the City Manager is authorized to perform such actions without additional City Council review or approval.

6. Definitions. The definitions set forth in the attached Exhibit F shall apply to this Modification.

7. Dispute Resolution. The dispute resolution procedure set forth in Section 6.1 of the Restated Adjacent Property Easement applies solely to disputes arising out of the Restated Adjacent Property Easement as modified by this Modification. Such procedure is inapplicable to disputes arising out of the September 15, 1991 Amended and Restated Joint Exercise of Powers Agreement Among the Cities of Burbank, Glendale and Pasadena Creating an Agency To Be Known As The Burbank-Glendale-Pasadena Airport Authority (which the Authority is not a party to) and is inapplicable to disputes arising out of any other contract to which the Authority is a party including the January 10, 2017 Development Agreement executed by the parties.

8. Exhibits. The following exhibits are attached to this Modification and incorporated herein for all purposes:

Exhibit A — Adjacent Property Legal Description

Exhibit B — City Property Legal Description

Exhibit C — Memorandum of Adjacent Property Replacement Passenger Terminal Selection

Exhibit D — Memorandum of Southwest Quadrant Replacement Passenger Terminal Selection

Exhibit E — Termination Instrument

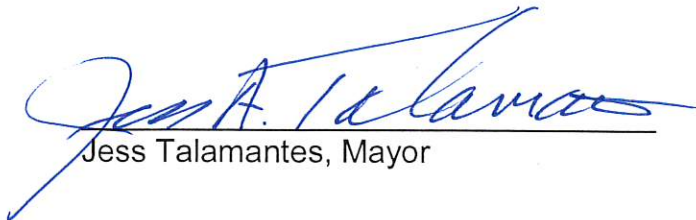
Exhibit F — Definitions

**[SIGNATURES ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, this Modification to Amended And Restated Grant Of Easements, Declaration Of Use Restrictions And Agreement For Adjacent Property has been executed by the parties hereto on the day and year first above written.

"CITY"

CITY OF BURBANK,  
a charter city and municipal corporation

  
Jess Talamantes, Mayor

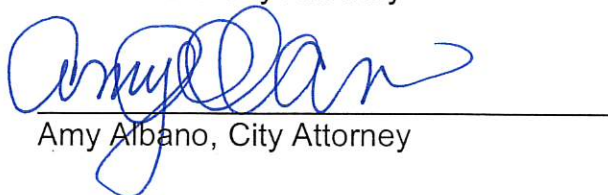
  
Ron Davis, City Manager

ATTEST:

  
Zizette Mullins, City Clerk

APPROVED AS TO FORM:

Office of the City Attorney

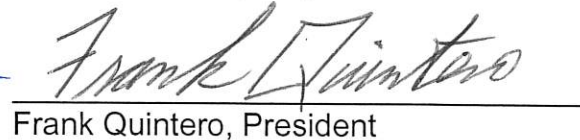
  
Amy Albano, City Attorney

Special Counsel

  
Kaplan Kirsch & Rockwell LLP  
By: Peter J. Kirsch

"AUTHORITY"

BURBANK-GLENDALE-PASADENA  
AIRPORT AUTHORITY,  
a joint powers agency

  
Frank Quintero, President

  
Dan Feger, Executive Director

ATTEST:

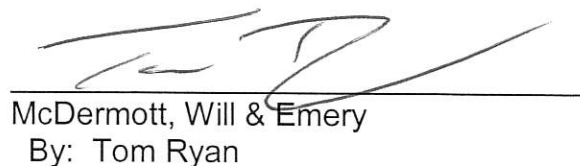
  
Sue Loyd, Board Clerk

APPROVED AS TO FORM:

General Counsel

  
Richards, Watson & Gershon  
A Professional Corporation  
By: Terence Boga

Special Counsel

  
McDermott, Will & Emery  
By: Tom Ryan

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT****CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of Los Angeles )On February 6, 2017 before me, \_\_\_\_\_  
DateLeslie A. Perry, Notary  
Here Insert Name and Title of the Officer

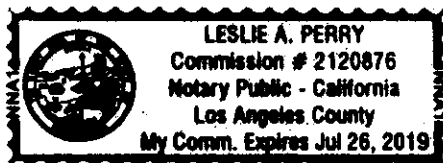
personally appeared \_\_\_\_\_

FRANK QUINTERO  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature \_\_\_\_\_

Leslie A. Perry  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

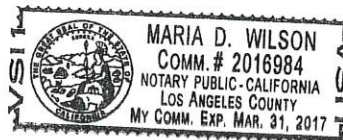
☐ Corporate Officer — Title(s): \_\_\_\_\_☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On January 10, 2017, before me, Maria D. Wilson, Notary,  
(insert name and title of the officer)

Signature Maria D. Wilson



(Seal)

**EXHIBIT A**  
**ADJACENT PROPERTY LEGAL DESCRIPTION**

1. PARCEL "A SOUTH".

PARCEL "A SOUTH" BEING THAT PORTION OF PARCEL "A" AS SHOWN ON MAP OF RECORD OF SURVEY, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, FILED IN BOOK 113 PAGES 90 AND 91 OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF FRACTIONAL SECTION 4, TOWNSHIP 1 NORTH, RANGE 14 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND.

EXCEPTING THE EASTERLY 50 FEET OF SAID LAND.

ALSO EXCEPTING THAT PORTION OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4, LYING NORTHERLY OF A LINE PARALLEL WITH AND DISTANT NORTHERLY 750.00 FEET MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF THE EAST-WEST RUNWAY OF THE BURBANK-GLENDALE-PASADENA AIRPORT, SAID CENTERLINE BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF HOLLYWOOD WAY (100.00 FEET WIDE) WITH THE CENTERLINE OF WINONA AVENUE, BEING THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4; THENCE ALONG SAID CENTERLINE OF HOLLYWOOD WAY, SOUTH 100' 12" WEST 621.13 FEET TO ITS INTERSECTION WITH THE EASTERLY PROLONGATION OF THE CENTERLINE OF SAID RUNWAY; THENCE ALONG SAID PROLONGATION AND SAID CENTERLINE, NORTH 89° 03' 06" WEST TO THE WESTERLY LINE OF SAID AIRPORT.

2. PARCEL "E".

PARCEL "E" AS SHOWN ON MAP OF RECORD OF SURVEY, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, FILED IN BOOK 113 PAGES 90 AND 91 OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF LOT 3 IN THE NORTHWEST ONE-QUARTER OF FRACTIONAL SECTION 4, TOWNSHIP 1 NORTH, RANGE 14 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND, LYING EASTERLY OF THAT

CERTAIN COURSE IN THE GENERAL EASTERLY LINE OF THE BURBANK-  
GLENDALE-PASADENA AIRPORT DESCRIBED IN PARCEL 1 IN THAT DEED TO THE  
HOLLYWOOD-BURBANK AIRPORT AUTHORITY RECORDED ON JUNE 29, 1978 AS  
INSTRUMENT NO. 78-704352 OF OFFICIAL RECORDS IN THE OFFICE OF THE  
COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS HAVING A BEARING AND  
LENGTH OF "NORTH 12° 54' 21" WEST 2897.71 FEET".

EXCEPT THE EASTERLY 330 FEET OF THE NORTHERLY 660 FEET THEREOF.

3. PARCEL "H".

PARCEL "H" AS SHOWN ON MAP OF RECORD OF SURVEY, IN THE CITY OF  
BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, FILED IN BOOK  
113 PAGES 90 AND 91 OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY  
RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE MOST SOUTHERLY 47 FEET OF THE NORTHERLY 660 FEET OF THE  
EASTERLY 330 FEET OF LOT 3 OF THE NORTHWEST QUARTER OF FRACTIONAL  
SECTION 4, TOWNSHIP 1 NORTH, RANGE 14 WEST, SAN BERNARDINO MERIDIAN,  
IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA,  
ACCORDING TO THE OFFICIAL PLAT OF SAID LAND.

4. PARCEL "D".

PARCEL "D" AS SHOWN ON MAP OF RECORD OF SURVEY, IN THE CITY OF  
BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, FILED IN BOOK  
113 PAGES 90 AND 91 OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY  
RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT "A" OF TRACT NO. 3008, IN THE CITY OF BURBANK, COUNTY OF LOS  
ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 34 PAGE 71  
OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THAT PORTION OF SAID LOT "A", LYING WESTERLY OF  
THAT CERTAIN EASTERLY BOUNDARY LINE OF THE LAND DESCRIBED IN  
PARCEL 1 OF THE DEED TO THE CITY OF BURBANK, RECORDED ON JUNE 29,  
1978 AS INSTRUMENT NO. 78-704351, IN SAID OFFICE OF THE COUNTY  
RECORDER OF SAID COUNTY, SHOWN AS HAVING A BEARING AND LENGTH OF  
NORTH 12° 54' 21" WEST 2897.71 FEET.

ALSO EXCEPT THEREFROM THAT PORTION OF SAID LOT "A" OF TRACT NO. 3008,  
DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTERLINES OF HOLLYWOOD WAY  
(100.00 FEET WIDE) AND WINONA AVENUE (80.00 FEET WIDE); THENCE NORTH  
89° 01' 33" WEST 1610.28 FEET ALONG THE EASTERLY PROLONGATION OF THE

SOUTHERLY LINE OF SAID LOT "A", BEING THE CENTERLINE OF WINONA AVENUE, VACATED BY THE CITY OF BURBANK, BY RESOLUTION NO. 1965 ON JUNE 18, 1941 AND NO. 1032 ON MARCH 26, 1929 AND FURTHER BEING THAT CERTAIN COURSE IN THE BOUNDARY OF THE PROPERTY CONVEYED TO THE BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY, FORMERLY KNOWN AS THE HOLLYWOOD-BURBANK AIRPORT AUTHORITY BY DEED RECORDED AS DOCUMENT NO. 78-704352 ON JUNE 29, 1978, IN THE OFFICE OF SAID COUNTY RECORDER, DESCRIBED IN SAID DEED AS BEING THE NORTHERLY LINE OF THE SOUTHEAST ONE QUARTER, SECTION 4, TOWNSHIP 1 NORTH, RANGE 14 WEST, SAN BERNARDINO MERIDIAN, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, TO THE TRUE POINT OF BEGINNING; THENCE NORTH 89° 01' 33" WEST 259.27 FEET TO THE WESTERLY TERMINUS OF SAID CERTAIN COURSE; THENCE CONTINUING ALONG THE BOUNDARY OF SAID AIRPORT AUTHORITY, NORTH 12° 54' 21" WEST 432.61 FEET; THENCE PARALLEL WITH THE FIRST DESCRIBED COURSE IN SAID AIRPORT AUTHORITY BOUNDARY, SOUTH 89° 01' 33" EAST 363.05 FEET TO A LINE DRAWN AT RIGHT ANGLES TO SAID FIRST DESCRIBED COURSE THAT PASSES THROUGH SAID TRUE POINT OF BEGINNING; THENCE ALONG SAID LINE SOUTH 0° 58' 27" WEST 419.98 FEET TO THE TRUE POINT OF BEGINNING.

**EXHIBIT B**  
**CITY PROPERTY LEGAL DESCRIPTION**

**PARCEL 1:**

(COMMONLY KNOWN AS FIRE STATION NO. 13 AND LUNDIGAN PARK):

ALL THAT REAL PROPERTY CONVEYED TO THE CITY OF BURBANK BY GRANT DEED FROM THE REDEVELOPMENT AGENCY OF THE CITY OF BURBANK, RECORDED OCTOBER 5, 1990 IN THE OFFICIAL RECORDS OF LOS ANGELES COUNTY, CALIFORNIA, AS DOCUMENT NO. 90-170540, WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF THE SOUTH HALF OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3, T1N, R14W, SAN BERNARDINO MERIDIAN IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND FILED IN THE DISTRICT LAND OFFICE AUGUST 21, 1876, WHICH LIES EASTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT IN THE CENTER LINE OF THORNTON AVE. THAT IS NORTH 89° 41' 58" WEST 376.10 FEET FROM THE INTERSECTION OF SAID CENTER LINE WITH THE CENTER LINE OF NAOMI STREET AS SHOWN ON THE MAP RECORDED IN BOOK 122, PAGE 36 OF RECORD OF SURVEYS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE NORTH 0° 28' 32" EAST 332.74 FEET TO A POINT IN THE NORTHERLY LINE OF SAID SOUTH HALF OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3 THAT IS 374.11 FEET WESTERLY OF THE NORTHEAST CORNER THEREOF.

**PARCEL 2:**

(COMMONLY KNOWN AS ROBERT E. GROSS PARK):

ALL THAT REAL PROPERTY CONVEYED TO THE CITY OF BURBANK, BY GRANT DEED FROM LOCKHEED CORPORATION (AS SUCCESSOR-IN-INTEREST TO LOCKHEED PROPERTIES, INC.) RECORDED APRIL 6, 1994 IN THE OFFICIAL RECORDS OF LOS ANGELES COUNTY, CALIFORNIA, AS DOCUMENT NO. 94-676793, AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 1 NORTH, RANGE 14 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID NORTHWEST QUARTER OF SECTION 10; THENCE ALONG THE NORTHERLY LINE OF SAID NORTHWEST QUARTER OF SECTION 10 NORTH 89° 45' 05" WEST 490.78 FEET; THENCE SOUTH 0° 08' 31" WEST 40.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 0° 08' 31" WEST 373.40 FEET TO A POINT IN THE NORTHERLY LINE OF THE SOUTHERN PACIFIC RAILROAD RIGHT OF WAY, AS SHOWN ON MAP OF TRACT NO. 13067, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 257 PAGES 34 AND 35 OF MAPS; THENCE ALONG SAID NORTHERLY LINE SOUTH 77° 24' 11" EAST 502.51 FEET TO A POINT IN THE EASTERLY LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10; THENCE ALONG SAID EASTERLY LINE SOUTH 0° 08' 31" WEST 15.36 FEET TO THE SAID NORTHERLY LINE OF SOUTHERN PACIFIC RAILROAD RIGHT OF WAY; THENCE ALONG SAID NORTHERLY LINE SOUTH 77° 24' 11" EAST 2.29 FEET; THENCE NORTH 0° 18' 44" EAST 496.72 FEET TO A LINE THAT IS PARALLEL TO AND 40.00 FEET SOUTHERLY OF SAID NORTHERLY LINE OF THE NORTHWEST QUARTER OF SECTION 10; THENCE ALONG SAID PARALLEL LINE NORTH 89° 47' 34" WEST 3.68 FEET; THENCE NORTH 89° 45' 05" WEST 490.72 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 3:

(COMMONLY KNOWN AS CITY OF BURBANK FIRE TRAINING FACILITY, RALPH FOY PARK, NORTHWEST LIBRARY AND PUBLIC SERVICE DEPARTMENT SWITCHING STATION (AKA THE SCADA CENTER)):

ALL THAT REAL PROPERTY CONVEYED TO THE CITY OF BURBANK, BY GRANT DEED FROM EMMA S. CLAUSON AND BARTON GRIFFITH, AS TRUSTEES OF THE ESTATE OF EMMA S. SMITH, RECORDED APRIL 5, 1940 IN THE OFFICIAL RECORDS OF LOS ANGELES COUNTY, CALIFORNIA IN BOOK 17416 AT PAGE 130 (EXCEPTING THEREFROM THOSE THREE PARCELS DESCRIBED IN THE GRANT DEEDS RECORDED IN THE OFFICIAL RECORDS OF LOS ANGELES COUNTY, CALIFORNIA AS DOCUMENT NUMBERS 84-277828, 95-2054854 AND 96-2063568, RESPECTIVELY), WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THE REAL PROPERTY SITUATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED AS THE SOUTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 9, TOWNSHIP 1 NORTH, RANGE 14 WEST, SAN BERNARDINO BASE AND MERIDIAN, EXCEPTING THEREFROM THE WESTERLY 290 FEET OF THE SOUTHERLY 300 FEET THEREOF.

ALSO EXCEPTING THEREFROM THAT PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 1 NORTH, RANGE 14 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID

LAND FILED IN THE DISTRICT LAND OFFICE AUGUST 21, 1876, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EASTERLY LINE OF HOLLYWOOD WAY AS ESTABLISHED BY RESOLUTION OF THE CITY OF BURBANK, RECORDED MAY 2, 1945, IN BOOK 21896, PAGE 309, OFFICIAL RECORDS, DISTANT SOUTHERLY ALONG SAID EASTERLY LINE 120 FEET FROM THE NORTHERLY LINE OF SAID SOUTHEAST QUARTER; THENCE EASTERLY PARALLEL WITH THE NORTHERLY LINE OF SAID SOUTHEAST QUARTER 90 FEET TO THE SOUTHERLY TERMINUS OF THAT CERTAIN COURSE DESCRIBED AS "THENCE SOUTHERLY PARALLEL WITH SAID EASTERLY LINE OF HOLLYWOOD WAY 90 FEET;" IN THE DEED DATED OCTOBER 27, 1960, FROM LOCKHEED AIRCRAFT CORPORATION TO CITY OF BURBANK, RECORDED IN BOOK D-1046, PAGE 674, OFFICIAL RECORDS; THENCE NORTHERLY ALONG SAID CERTAIN COURSE PARALLEL WITH SAID EASTERLY LINE OF HOLLYWOOD WAY 90 FEET TO A LINE PARALLEL WITH AND DISTANT SOUTHERLY 30 FEET, MEASURED AT RIGHT ANGLES, FROM SAID NORTHERLY LINE OF SAID SOUTHEAST QUARTER; THENCE WESTERLY ALONG SAID LAST MENTIONED PARALLEL LINE TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 15.00 FEET, SAID CURVE BEING TANGENT AT ITS SOUTHERLY TERMINUS TO SAID HEREINABOVE DESCRIBED EASTERLY LINE OF HOLLYWOOD WAY; THENCE SOUTHWESTERLY AND SOUTHERLY ALONG SAID CURVE TO SAID LAST MENTIONED EASTERLY LINE; THENCE SOUTHERLY ALONG SAID HOLLYWOOD WAY TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THAT PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 1 NORTH, RANGE 14 WEST, S.B.B. & M., IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND FILED IN THE DISTRICT LAND OFFICE AUGUST 21, 1876, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EASTERLY LINE OF HOLLYWOOD WAY AS ESTABLISHED BY RESOLUTION NO. 2757 OF THE COUNCIL OF THE CITY OF BURBANK, RECORDED MAY 2, 1945 AS DOCUMENT NO. 1445 IN BOOK 21896, PAGE 309 OF OFFICIAL RECORDS OF SAID COUNTY, DISTANT SOUTHERLY ALONG SAID EASTERLY LINE 565 FEET FROM ITS INTERSECTION WITH THE NORTHERLY LINE OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER; THENCE EASTERLY AND PARALLEL WITH THE NORTHERLY LINE OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER 682 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG LAST MENTIONED PARALLEL LINE 313 FEET; THENCE NORTHERLY AND PARALLEL WITH SAID EASTERLY LINE OF HOLLYWOOD WAY 424 FEET TO A POINT; THENCE WESTERLY AND PARALLEL WITH THE NORTHERLY LINE OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER 50 FEET; THENCE NORTHERLY AND PARALLEL WITH SAID EASTERLY LINE OF HOLLYWOOD WAY 111 FEET TO A LINE PARALLEL WITH AND DISTANT SOUTHERLY 30 FEET, MEASURED AT RIGHT

ANGLES FROM THE NORTHERLY LINE OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, SAID PARALLEL LINE ALSO BEING THE SOUTHERLY LINE OF PACIFIC AVENUE CREATED 60 FEET WIDE BY RESOLUTION NO. 11,065 OF THE COUNCIL OF THE CITY OF BURBANK, RECORDED APRIL 24, 1957 AS DOCUMENT NO. 2769 IN BOOK 54307, PAGES 320 ET SEQ. OF SAID OFFICIAL RECORDS; THENCE WESTERLY ALONG LAST MENTIONED PARALLEL LINE 263 FEET TO THE EASTERLY LINE OF THE LAND DESCRIBED IN THE DEED TO THE MODE O'DAY FROCK SHOPS OF HOLLYWOOD FROM THE CITY OF BURBANK BY DEED RECORDED JULY 8, 1965 AS DOCUMENT NO. 859 IN BOOK D-2968, PAGE 713 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE SOUTHERLY ALONG SAID EASTERLY LINE OF THE TRUE POINT OF BEGINNING. (SAID LAND IS ALSO KNOWN AS PARCEL 3, PARCEL MAP NO. 1, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, FILED IN BOOK 4, PAGE 8 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.)

ALSO EXCEPTING THEREFROM THE REAL PROPERTY IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED AS PARCEL 2, IN THE CITY OF BURBANK, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON PARCEL MAP NO. 1, FILED IN BOOK 4, PAGE 8 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

**EXHIBIT C**  
**MEMORANDUM OF ADJACENT PROPERTY**  
**REPLACEMENT PASSENGER TERMINAL SELECTION**

(attached)

**RECORDING REQUESTED BY, AND  
WHEN RECORDED RETURN TO:**

Burbank-Glendale-Pasadena  
Airport Authority  
2627 Hollywood Way  
Burbank, CA 91505  
Attn: Executive Director

With a copy to:

City of Burbank  
275 East Olive Avenue  
Burbank, CA 91505  
Attn: City Clerk

EXEMPT FROM RECORDING FEES UNDER GOVERNMENT CODE SECTIONS 6103 AND 27383 (RECORDING REQUESTED BY AND IS FOR THE BENEFIT OF THE BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY AND THE CITY OF BURBANK, WHICH ARE PUBLIC ENTITIES).

**MEMORANDUM OF ADJACENT PROPERTY  
REPLACEMENT PASSENGER TERMINAL SELECTION**

THIS MEMORANDUM OF ADJACENT PROPERTY REPLACEMENT PASSENGER TERMINAL SELECTION (this "Memorandum") is dated as of \_\_\_\_\_, \_\_\_\_\_ and is made by the **BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY**, a joint powers agency (the "Authority").

**RECITALS**

A. The Authority and the City of Burbank ("City") have executed a March 15 2005 Amended and Restated Grant of Easements, Declaration of Use Restrictions and Agreement for Adjacent Property (the "Restated Adjacent Property Easement"), which was recorded on March 21, 2005 in the Official Records of Los Angeles County as Document No. 05-0643307. The Restated Adjacent Property Easement provides for easements and use restrictions encumbering the Authority-owned property described in the attached Exhibit A (the "Adjacent Property") in favor of the City and benefitting certain City-owned property.

B. The Authority and the City have executed a \_\_\_\_\_, 2016 Modification to Amended And Restated Grant Of Easements, Declaration Of Use Restrictions And Agreement For Adjacent Property (the "Modification"), which was recorded on \_\_\_\_\_, 2016 in the Official Records of Los Angeles County as Document No. \_\_\_\_\_.

C. Sections 1 and 2 of the Modification provide for modification of the easements and use restrictions set forth in the Restated Adjacent Property Easement upon the Authority's recordation of an instrument memorializing its decision to construct a 14-gate 355,000 square foot replacement passenger terminal on either the Adjacent Property or on the Bob Hope Airport's Southwest Quadrant (approximately 43.2 acres located southerly of the Airport's runway 8-26 and westerly of the Airport's runway 15-3).

**NOW, THEREFORE,** the Authority states as follows:

1. Adjacent Property Terminal Selection. The Authority represents and warrants that it has chosen to construct the replacement passenger terminal on the Adjacent Property.

2. Effective Date. This Memorandum shall be effective upon recordation.

**Executed:**

BURBANK-GLENDALE-PASADENA  
AIRPORT AUTHORITY  
a joint powers agency

\_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Board Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
General Counsel

Adjacent Property Terminal Selection Memo  
Exhibit A  
Adjacent Property Legal Description

1. PARCEL "A SOUTH".

PARCEL "A SOUTH" BEING THAT PORTION OF PARCEL "A" AS SHOWN ON MAP OF RECORD OF SURVEY, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, FILED IN BOOK 113 PAGES 90 AND 91 OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF FRACTIONAL SECTION 4, TOWNSHIP 1 NORTH, RANGE 14 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND.

EXCEPTING THE EASTERLY 50 FEET OF SAID LAND.

ALSO EXCEPTING THAT PORTION OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4, LYING NORTHERLY OF A LINE PARALLEL WITH AND DISTANT NORTHERLY 750.00 FEET MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF THE EAST-WEST RUNWAY OF THE BURBANK-GLENDALE-PASADENA AIRPORT, SAID CENTERLINE BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF HOLLYWOOD WAY (100.00 FEET WIDE) WITH THE CENTERLINE OF WINONA AVENUE, BEING THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4; THENCE ALONG SAID CENTERLINE OF HOLLYWOOD WAY, SOUTH 100' 12" WEST 621.13 FEET TO ITS INTERSECTION WITH THE EASTERLY PROLONGATION OF THE CENTERLINE OF SAID RUNWAY; THENCE ALONG SAID PROLONGATION AND SAID CENTERLINE, NORTH 89° 03' 06" WEST TO THE WESTERLY LINE OF SAID AIRPORT.

2. PARCEL "E".

PARCEL "E" AS SHOWN ON MAP OF RECORD OF SURVEY, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, FILED IN BOOK 113 PAGES 90 AND 91 OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF LOT 3 IN THE NORTHWEST ONE-QUARTER OF FRACTIONAL SECTION 4, TOWNSHIP 1 NORTH, RANGE 14 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA,

ACCORDING TO THE OFFICIAL PLAT OF SAID LAND, LYING EASTERLY OF THAT CERTAIN COURSE IN THE GENERAL EASTERLY LINE OF THE BURBANK- GLENDALE-PASADENA AIRPORT DESCRIBED IN PARCEL 1 IN THAT DEED TO THE HOLLYWOOD-BURBANK AIRPORT AUTHORITY RECORDED ON JUNE 29, 1978 AS INSTRUMENT NO. 78-704352 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS HAVING A BEARING AND LENGTH OF "NORTH 12° 54' 21" WEST 2897.71 FEET".

EXCEPT THE EASTERLY 330 FEET OF THE NORTHERLY 660 FEET THEREOF.

3. PARCEL "H".

PARCEL "H" AS SHOWN ON MAP OF RECORD OF SURVEY, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, FILED IN BOOK 113 PAGES 90 AND 91 OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE MOST SOUTHERLY 47 FEET OF THE NORTHERLY 660 FEET OF THE EASTERLY 330 FEET OF LOT 3 OF THE NORTHWEST QUARTER OF FRACTIONAL SECTION 4, TOWNSHIP 1 NORTH, RANGE 14 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND.

4. PARCEL "D".

PARCEL "D" AS SHOWN ON MAP OF RECORD OF SURVEY, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, FILED IN BOOK 113 PAGES 90 AND 91 OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT "A" OF TRACT NO. 3008, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 34 PAGE 71 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THAT PORTION OF SAID LOT "A", LYING WESTERLY OF THAT CERTAIN EASTERLY BOUNDARY LINE OF THE LAND DESCRIBED IN PARCEL 1 OF THE DEED TO THE CITY OF BURBANK, RECORDED ON JUNE 29, 1978 AS INSTRUMENT NO. 78-704351, IN SAID OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SHOWN AS HAVING A BEARING AND LENGTH OF NORTH 12° 54' 21" WEST 2897.71 FEET.

ALSO EXCEPT THEREFROM THAT PORTION OF SAID LOT "A" OF TRACT NO. 3008, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTERLINES OF HOLLYWOOD WAY (100.00 FEET WIDE) AND WINONA AVENUE (80.00 FEET WIDE); THENCE NORTH

89° 01' 33" WEST 1610.28 FEET ALONG THE EASTERLY PROLONGATION OF THE SOUTHERLY LINE OF SAID LOT "A", BEING THE CENTERLINE OF WINONA AVENUE, VACATED BY THE CITY OF BURBANK, BY RESOLUTION NO. 1965 ON JUNE 18, 1941 AND NO. 1032 ON MARCH 26, 1929 AND FURTHER BEING THAT CERTAIN COURSE IN THE BOUNDARY OF THE PROPERTY CONVEYED TO THE BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY, FORMERLY KNOWN AS THE HOLLYWOOD-BURBANK AIRPORT AUTHORITY BY DEED RECORDED AS DOCUMENT NO. 78-704352 ON JUNE 29, 1978, IN THE OFFICE OF SAID COUNTY RECORDER, DESCRIBED IN SAID DEED AS BEING THE NORTHERLY LINE OF THE SOUTHEAST ONE QUARTER, SECTION 4, TOWNSHIP 1 NORTH, RANGE 14 WEST, SAN BERNARDINO MERIDIAN, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, TO THE TRUE POINT OF BEGINNING; THENCE NORTH 89° 01' 33" WEST 259.27 FEET TO THE WESTERLY TERMINUS OF SAID CERTAIN COURSE; THENCE CONTINUING ALONG THE BOUNDARY OF SAID AIRPORT AUTHORITY, NORTH 12° 54' 21" WEST 432.61 FEET; THENCE PARALLEL WITH THE FIRST DESCRIBED COURSE IN SAID AIRPORT AUTHORITY BOUNDARY, SOUTH 89° 01' 33" EAST 363.05 FEET TO A LINE DRAWN AT RIGHT ANGLES TO SAID FIRST DESCRIBED COURSE THAT PASSES THROUGH SAID TRUE POINT OF BEGINNING; THENCE ALONG SAID LINE SOUTH 0° 58' 27" WEST 419.98 FEET TO THE TRUE POINT OF BEGINNING.

**EXHIBIT D**  
**MEMORANDUM OF SOUTHWEST QUADRANT**  
**REPLACEMENT PASSENGER TERMINAL SELECTION**

(attached)

**RECORDING REQUESTED BY, AND  
WHEN RECORDED RETURN TO:**

Burbank-Glendale-Pasadena  
Airport Authority  
2627 Hollywood Way  
Burbank, CA 91505  
Attn: Executive Director

With a copy to:

City of Burbank  
275 East Olive Avenue  
Burbank, CA 91505  
Attn: City Clerk

EXEMPT FROM RECORDING FEES UNDER GOVERNMENT CODE SECTIONS 6103 AND 27383 (RECORDING REQUESTED BY AND IS FOR THE BENEFIT OF THE BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY AND THE CITY OF BURBANK, WHICH ARE PUBLIC ENTITIES).

**MEMORANDUM OF SOUTHWEST QUADRANT  
REPLACEMENT PASSENGER TERMINAL SELECTION**

THIS MEMORANDUM OF SOUTHWEST QUADRANT REPLACEMENT PASSENGER TERMINAL SELECTION (this "Memorandum") is dated as of \_\_\_\_\_, \_\_\_\_\_ for reference purposes and is made by the **BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY**, a joint powers agency (the "Authority").

**RECITALS**

A. The Authority and the City of Burbank ("City") have executed a March 15 2005 Amended and Restated Grant of Easements, Declaration of Use Restrictions and Agreement for Adjacent Property (the "Restated Adjacent Property Easement"), which was recorded on March 21, 2005 in the Official Records of Los Angeles County as Document No. 05-0643307. The Restated Adjacent Property Easement provides for easements and use restrictions encumbering the Authority-owned property described in the attached Exhibit A (the "Adjacent Property") in favor of the City and benefitting certain City-owned property.

B. The Authority and the City have executed a \_\_\_\_\_, 2016 Modification to Amended And Restated Grant Of Easements, Declaration Of Use Restrictions And Agreement For Adjacent Property (the "Modification"), which was recorded on \_\_\_\_\_, 2016 in the Official Records of Los Angeles County as Document No. \_\_\_\_\_.

C. Sections 1 and 2 of the Modification provide for modification of the easements and use restrictions set forth in the Restated Adjacent Property Easement upon the Authority's recordation of an instrument memorializing its decision to construct a 14-gate 355,000 square foot replacement passenger terminal on either the Adjacent Property or on the Bob Hope Airport's Southwest Quadrant (approximately 43.2 acres located southerly of the Airport's runway 8-26 and westerly of the Airport's runway 15-3).

**NOW, THEREFORE,** the Authority states as follows:

1. Southwest Quadrant Terminal Selection. The Authority represents and warrants that it has chosen to construct the replacement passenger terminal on the Bob Hope Airport's Southwest Quadrant.
2. Effective Date. This Memorandum shall be effective upon recordation.

**Executed:**

BURBANK-GLENDALE-PASADENA  
AIRPORT AUTHORITY

\_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Board Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
General Counsel

Southwest Quadrant Terminal Selection Memo  
Exhibit A  
Adjacent Property Legal Description

1. PARCEL "A SOUTH".

PARCEL "A SOUTH" BEING THAT PORTION OF PARCEL "A" AS SHOWN ON MAP OF RECORD OF SURVEY, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, FILED IN BOOK 113 PAGES 90 AND 91 OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF FRACTIONAL SECTION 4, TOWNSHIP 1 NORTH, RANGE 14 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND.

EXCEPTING THE EASTERLY 50 FEET OF SAID LAND.

ALSO EXCEPTING THAT PORTION OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4, LYING NORTHERLY OF A LINE PARALLEL WITH AND DISTANT NORTHERLY 750.00 FEET MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF THE EAST-WEST RUNWAY OF THE BURBANK- GLENDALE-PASADENA AIRPORT, SAID CENTERLINE BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF HOLLYWOOD WAY (100.00 FEET WIDE) WITH THE CENTERLINE OF WINONA AVENUE, BEING THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4; THENCE ALONG SAID CENTERLINE OF HOLLYWOOD WAY, SOUTH 100' 12" WEST 621.13 FEET TO ITS INTERSECTION WITH THE EASTERLY PROLONGATION OF THE CENTERLINE OF SAID RUNWAY; THENCE ALONG SAID PROLONGATION AND SAID CENTERLINE, NORTH 89° 03' 06" WEST TO THE WESTERLY LINE OF SAID AIRPORT.

2. PARCEL "E".

PARCEL "E" AS SHOWN ON MAP OF RECORD OF SURVEY, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, FILED IN BOOK 113 PAGES 90 AND 91 OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF LOT 3 IN THE NORTHWEST ONE-QUARTER OF FRACTIONAL SECTION 4, TOWNSHIP 1 NORTH, RANGE 14 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA,

ACCORDING TO THE OFFICIAL PLAT OF SAID LAND, LYING EASTERLY OF THAT CERTAIN COURSE IN THE GENERAL EASTERLY LINE OF THE BURBANK- GLENDALE-PASADENA AIRPORT DESCRIBED IN PARCEL 1 IN THAT DEED TO THE HOLLYWOOD-BURBANK AIRPORT AUTHORITY RECORDED ON JUNE 29, 1978 AS INSTRUMENT NO. 78-704352 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS HAVING A BEARING AND LENGTH OF "NORTH 12° 54' 21" WEST 2897.71 FEET".

EXCEPT THE EASTERLY 330 FEET OF THE NORTHERLY 660 FEET THEREOF.

3. PARCEL "H".

PARCEL "H" AS SHOWN ON MAP OF RECORD OF SURVEY, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, FILED IN BOOK 113 PAGES 90 AND 91 OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE MOST SOUTHERLY 47 FEET OF THE NORTHERLY 660 FEET OF THE EASTERLY 330 FEET OF LOT 3 OF THE NORTHWEST QUARTER OF FRACTIONAL SECTION 4, TOWNSHIP 1 NORTH, RANGE 14 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND.

4. PARCEL "D".

PARCEL "D" AS SHOWN ON MAP OF RECORD OF SURVEY, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, FILED IN BOOK 113 PAGES 90 AND 91 OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT "A" OF TRACT NO. 3008, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 34 PAGE 71 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THAT PORTION OF SAID LOT "A", LYING WESTERLY OF THAT CERTAIN EASTERLY BOUNDARY LINE OF THE LAND DESCRIBED IN PARCEL 1 OF THE DEED TO THE CITY OF BURBANK, RECORDED ON JUNE 29, 1978 AS INSTRUMENT NO. 78-704351, IN SAID OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SHOWN AS HAVING A BEARING AND LENGTH OF NORTH 12° 54' 21" WEST 2897.71 FEET.

ALSO EXCEPT THEREFROM THAT PORTION OF SAID LOT "A" OF TRACT NO. 3008, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTERLINES OF HOLLYWOOD WAY (100.00 FEET WIDE) AND WINONA AVENUE (80.00 FEET WIDE); THENCE NORTH

89° 01' 33" WEST 1610.28 FEET ALONG THE EASTERLY PROLONGATION OF THE SOUTHERLY LINE OF SAID LOT "A", BEING THE CENTERLINE OF WINONA AVENUE, VACATED BY THE CITY OF BURBANK, BY RESOLUTION NO. 1965 ON JUNE 18, 1941 AND NO. 1032 ON MARCH 26, 1929 AND FURTHER BEING THAT CERTAIN COURSE IN THE BOUNDARY OF THE PROPERTY CONVEYED TO THE BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY, FORMERLY KNOWN AS THE HOLLYWOOD-BURBANK AIRPORT AUTHORITY BY DEED RECORDED AS DOCUMENT NO. 78-704352 ON JUNE 29, 1978, IN THE OFFICE OF SAID COUNTY RECORDER, DESCRIBED IN SAID DEED AS BEING THE NORTHERLY LINE OF THE SOUTHEAST ONE QUARTER, SECTION 4, TOWNSHIP 1 NORTH, RANGE 14 WEST, SAN BERNARDINO MERIDIAN, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, TO THE TRUE POINT OF BEGINNING; THENCE NORTH 89° 01' 33" WEST 259.27 FEET TO THE WESTERLY TERMINUS OF SAID CERTAIN COURSE; THENCE CONTINUING ALONG THE BOUNDARY OF SAID AIRPORT AUTHORITY, NORTH 12° 54' 21" WEST 432.61 FEET; THENCE PARALLEL WITH THE FIRST DESCRIBED COURSE IN SAID AIRPORT AUTHORITY BOUNDARY, SOUTH 89° 01' 33" EAST 363.05 FEET TO A LINE DRAWN AT RIGHT ANGLES TO SAID FIRST DESCRIBED COURSE THAT PASSES THROUGH SAID TRUE POINT OF BEGINNING; THENCE ALONG SAID LINE SOUTH 0° 58' 27" WEST 419.98 FEET TO THE TRUE POINT OF BEGINNING.

**EXHIBIT E**  
**TERMINATION INSTRUMENT**

(attached)

**RECORDING REQUESTED BY, AND  
WHEN RECORDED RETURN TO:**

City of Burbank  
275 East Olive Avenue  
Burbank, CA 91505  
Attn: City Clerk

With a copy to:

Burbank-Glendale-Pasadena  
Airport Authority  
2627 Hollywood Way  
Burbank, CA 91505  
Attn: Executive Director

---

EXEMPT FROM RECORDING FEES UNDER GOVERNMENT CODE SECTIONS 6103 AND 27383 (RECORDING REQUESTED BY AND IS FOR THE BENEFIT OF THE BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY AND THE CITY OF BURBANK, WHICH ARE PUBLIC ENTITIES).

**TERMINATION OF CITY EASEMENTS AND USE RESTRICTIONS**

THIS TERMINATION OF CITY EASEMENTS AND USE RESTRICTIONS ("Termination") is dated as of \_\_\_\_\_, \_\_\_\_\_ and is made by the CITY OF BURBANK, a charter city and municipal corporation (the "City").

**RECITALS**

A. The City and the Burbank-Glendale-Pasadena Airport Authority ("Authority") have executed a March 15 2005 Amended and Restated Grant of Easements, Declaration of Use Restrictions and Agreement for Adjacent Property (the "Restated Adjacent Property Easement"), which was recorded on March 21, 2005 in the Official Records of Los Angeles County as Document No. 05-0643307. The Restated Adjacent Property Easement provides for easements and use restrictions encumbering the Authority-owned property described in the attached Exhibit A (the "Adjacent Property") in favor of the City and benefitting certain City-owned property.

B. The Authority and the City executed a \_\_\_\_\_, 2016 Modification to Amended And Restated Grant Of Easements, Declaration Of Use Restrictions And Agreement For Adjacent Property (the "Modification"), which was recorded on \_\_\_\_\_, 2016 in the Official Records of Los Angeles County as Document No. \_\_\_\_\_.

C. The Modification provided for modification of the easements and use restrictions set forth in the Restated Adjacent Property Easement upon the Authority's recordation of an instrument memorializing its decision to construct a 14-gate 355,000

square foot replacement passenger terminal on either the Adjacent Property or on the Bob Hope Airport's Southwest Quadrant (approximately 43.2 acres located southerly of the Airport's runway 8-26 and westerly of the Airport's runway 15-3).

D. The Authority executed a \_\_\_\_\_, 20\_\_ Memorandum of Adjacent Property Replacement Passenger Terminal Selection ("Adjacent Property Terminal Selection Memo"), which was recorded on \_\_\_\_\_, 20\_\_ in the Official Records of Los Angeles County as Document No. \_\_\_\_\_.

E. The Building Official for the Authority's Replacement Terminal Project has issued the City and the Authority a \_\_\_\_\_, 20\_\_ written notice that the replacement passenger terminal foundation has been poured and one replacement passenger terminal wall has been erected.

F. Pursuant to Section 5 of the Modification, as a result of the Authority's recordation the Adjacent Property Terminal Selection Memo and the Building Official's issuance of written notice that the replacement passenger terminal foundation has been poured and one replacement passenger terminal wall has been erected, the City is required to terminate the easements and use restrictions set forth in the Restated Adjacent Property Easement by executing and recording a termination instrument within 30 days of such notice.

**NOW, THEREFORE,** the City states as follows:

1. Termination. The Restated Adjacent Property Easement and the Modification are terminated in their entirety and have no further force or effect.
2. Effective Date. This Termination shall be effective upon recordation.

**Executed:**

City of Burbank

\_\_\_\_\_  
City Manager

Attest:

\_\_\_\_\_  
City Clerk

Approved as to Form  
Office of City Attorney

\_\_\_\_\_  
City Attorney

Termination Instrument  
Exhibit A  
Adjacent Property Legal Description

1. PARCEL "A SOUTH".

PARCEL "A SOUTH" BEING THAT PORTION OF PARCEL "A" AS SHOWN ON MAP OF RECORD OF SURVEY, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, FILED IN BOOK 113 PAGES 90 AND 91 OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF FRACTIONAL SECTION 4, TOWNSHIP 1 NORTH, RANGE 14 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND.

EXCEPTING THE EASTERLY 50 FEET OF SAID LAND.

ALSO EXCEPTING THAT PORTION OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4, LYING NORTHERLY OF A LINE PARALLEL WITH AND DISTANT NORTHERLY 750.00 FEET MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF THE EAST-WEST RUNWAY OF THE BURBANK-GLENDALE-PASADENA AIRPORT, SAID CENTERLINE BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF HOLLYWOOD WAY (100.00 FEET WIDE) WITH THE CENTERLINE OF WINONA AVENUE, BEING THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4; THENCE ALONG SAID CENTERLINE OF HOLLYWOOD WAY, SOUTH 100' 12" WEST 621.13 FEET TO ITS INTERSECTION WITH THE EASTERLY PROLONGATION OF THE CENTERLINE OF SAID RUNWAY; THENCE ALONG SAID PROLONGATION AND SAID CENTERLINE, NORTH 89° 03' 06" WEST TO THE WESTERLY LINE OF SAID AIRPORT.

2. PARCEL "E".

PARCEL "E" AS SHOWN ON MAP OF RECORD OF SURVEY, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, FILED IN BOOK 113 PAGES 90 AND 91 OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF LOT 3 IN THE NORTHWEST ONE-QUARTER OF FRACTIONAL SECTION 4, TOWNSHIP 1 NORTH, RANGE 14 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA,

ACCORDING TO THE OFFICIAL PLAT OF SAID LAND, LYING EASTERLY OF THAT CERTAIN COURSE IN THE GENERAL EASTERLY LINE OF THE BURBANK- GLENDALE-PASADENA AIRPORT DESCRIBED IN PARCEL 1 IN THAT DEED TO THE HOLLYWOOD-BURBANK AIRPORT AUTHORITY RECORDED ON JUNE 29, 1978 AS INSTRUMENT NO. 78-704352 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS HAVING A BEARING AND LENGTH OF "NORTH 12° 54' 21" WEST 2897.71 FEET".

EXCEPT THE EASTERLY 330 FEET OF THE NORTHERLY 660 FEET THEREOF.

3. PARCEL "H".

PARCEL "H" AS SHOWN ON MAP OF RECORD OF SURVEY, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, FILED IN BOOK 113 PAGES 90 AND 91 OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE MOST SOUTHERLY 47 FEET OF THE NORTHERLY 660 FEET OF THE EASTERLY 330 FEET OF LOT 3 OF THE NORTHWEST QUARTER OF FRACTIONAL SECTION 4, TOWNSHIP 1 NORTH, RANGE 14 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND.

4. PARCEL "D".

PARCEL "D" AS SHOWN ON MAP OF RECORD OF SURVEY, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, FILED IN BOOK 113 PAGES 90 AND 91 OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT "A" OF TRACT NO. 3008, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 34 PAGE 71 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THAT PORTION OF SAID LOT "A", LYING WESTERLY OF THAT CERTAIN EASTERLY BOUNDARY LINE OF THE LAND DESCRIBED IN PARCEL 1 OF THE DEED TO THE CITY OF BURBANK, RECORDED ON JUNE 29, 1978 AS INSTRUMENT NO. 78-704351, IN SAID OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SHOWN AS HAVING A BEARING AND LENGTH OF NORTH 12° 54' 21" WEST 2897.71 FEET.

ALSO EXCEPT THEREFROM THAT PORTION OF SAID LOT "A" OF TRACT NO. 3008, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTERLINES OF HOLLYWOOD WAY (100.00 FEET WIDE) AND WINONA AVENUE (80.00 FEET WIDE); THENCE NORTH

89° 01' 33" WEST 1610.28 FEET ALONG THE EASTERLY PROLONGATION OF THE SOUTHERLY LINE OF SAID LOT "A", BEING THE CENTERLINE OF WINONA AVENUE, VACATED BY THE CITY OF BURBANK, BY RESOLUTION NO. 1965 ON JUNE 18, 1941 AND NO. 1032 ON MARCH 26, 1929 AND FURTHER BEING THAT CERTAIN COURSE IN THE BOUNDARY OF THE PROPERTY CONVEYED TO THE BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY, FORMERLY KNOWN AS THE HOLLYWOOD-BURBANK AIRPORT AUTHORITY BY DEED RECORDED AS DOCUMENT NO. 78-704352 ON JUNE 29, 1978, IN THE OFFICE OF SAID COUNTY RECORDER, DESCRIBED IN SAID DEED AS BEING THE NORTHERLY LINE OF THE SOUTHEAST ONE QUARTER, SECTION 4, TOWNSHIP 1 NORTH, RANGE 14 WEST, SAN BERNARDINO MERIDIAN, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, TO THE TRUE POINT OF BEGINNING; THENCE NORTH 89° 01' 33" WEST 259.27 FEET TO THE WESTERLY TERMINUS OF SAID CERTAIN COURSE; THENCE CONTINUING ALONG THE BOUNDARY OF SAID AIRPORT AUTHORITY, NORTH 12° 54' 21" WEST 432.61 FEET; THENCE PARALLEL WITH THE FIRST DESCRIBED COURSE IN SAID AIRPORT AUTHORITY BOUNDARY, SOUTH 89° 01' 33" EAST 363.05 FEET TO A LINE DRAWN AT RIGHT ANGLES TO SAID FIRST DESCRIBED COURSE THAT PASSES THROUGH SAID TRUE POINT OF BEGINNING; THENCE ALONG SAID LINE SOUTH 0° 58' 27" WEST 419.98 FEET TO THE TRUE POINT OF BEGINNING.

EXHIBIT F  
DEFINITIONS

1. "Commercial Airline" shall mean an airline that both: (a) uses the passenger terminal for scheduled service; and (b) has executed an airport use agreement with the Authority.
2. "Replacement Terminal Project" is defined as: (a) construction of one 14-gate passenger terminal of not more than 355,000 square feet and 6,637 public parking spaces to be constructed on either the Adjacent Property or the Southwest Quadrant; (b) construction of associated landside or airside improvements, including but not limited to roadways, parking facilities, a replacement air cargo building, a ground service equipment maintenance building, an aircraft rescue and firefighting station, and associated infrastructure necessary to serve the passenger terminal; and (c) demolition of the existing 14-gate 232,000 square foot passenger terminal located on the Southeast Quadrant, the existing four-level public parking structure located on the Southeast Quadrant, and certain other improvements located on the Southeast quadrant of the Airport.
3. "Southeast Quadrant" shall mean shall mean the approximately 39.9 acres of Authority-owned land located southerly of the Airport's runway 8-26 and easterly of the Airport's runway 15-3
4. "Southwest Quadrant" shall mean the approximately 43.2 acres of Authority-owned land located southerly of the Airport's runway 8-26 and westerly of the Airport's runway 15-3.



## 6. SUMMARY AND CONCLUSIONS

Geosyntec conducted an HHRA to evaluate potential adverse human health effects from possible exposures to chemicals in soil and soil vapor. Potential non-carcinogenic HIs and excess lifetime cancer risks were calculated quantitatively for an airport worker and a construction worker. For this assessment, the target risk is  $1 \times 10^{-6}$  and the target HI is 1.0.

The results of the HHRA are described below and are summarized in **Table 18**.

The potential receptors identified for the risk assessment are an airport worker and a construction worker. During the construction of the replacement passenger terminal, a nearby off-site worker may be exposed to COPCs via inhalation of fugitive dusts. Following the completion of the new airport terminal, there will be an occasional visitor, such as travelers or contractors. Visits by these potential receptors are likely to be much less frequent than the daily exposure assumed for an airport worker. Accordingly, an off-site worker and an airport visitor were qualitatively evaluated in the HHRA based on the assessment for a construction worker and an airport worker.

**Airport Worker** – The calculated HI (0.1) and excess lifetime cancer risk ( $1 \times 10^{-6}$ ) based on the maximum detected concentrations are at or below the target levels used by agencies within Cal-EPA.

**Construction Worker** – The calculated HI (1) and the excess lifetime cancer risk ( $2 \times 10^{-7}$ ) based on the maximum detected concentrations are at or below the target levels used by agencies within Cal-EPA.

Because the calculated HI and excess lifetime cancer risk to an on-site worker are below target levels, the hazards and cancer risk to an occasional visitor would also be below target levels. Similarly, because the calculated HI and excess lifetime cancer risk to a construction worker are below and at the target levels, the hazards and cancer risk to an off-site worker during construction would also be below target levels.

In summary, based on the results of the investigation and the risk assessment, the Adjacent Property is compatible for the construction of and operation of a replacement passenger terminal and associated facilities. Potential exposures to chemicals reported in soil and soil vapor samples are not likely to result in adverse health effects to a construction worker or to an off-site worker. Further, potential exposures to chemicals reported in soil and soil vapor samples are not likely to result in adverse health effects to

an airport worker or the occasional airport passenger or visitor. The results indicate that remediation is not warranted for the redevelopment of the site into a new airport terminal.

While the results of the risk assessment indicate no unacceptable exposures, a Soil Management Plan (SMP) is recommended to provide continued protection of human health and the environment during construction activities. This SMP is part of the Project Design Features contained in the Final EIR, and will include:

- Present protocols and measures to protect construction workers at the Adjacent Property and nearby adjacent off-site workers from potential exposures to constituents mobilized by construction activities that may be present in soil and soil vapor;
- A plan for management of soil disturbed during development activities at the Adjacent Property in a manner that protects human health and the environment; and
- A plan for management of unknown conditions, if encountered.



EDMUND G. BROWN JR.  
GOVERNOR



MATTHEW RODRIGUEZ  
SECRETARY FOR  
ENVIRONMENTAL PROTECTION

## Los Angeles Regional Water Quality Control Board

January 29, 2018

Mr. Mark Hardymont  
Burbank-Glendale-Pasadena Airport Authority  
2627 Hollywood Way  
Burbank, California 91505

**SUBJECT: REVIEW OF DRAFT AND FINAL HUMAN HEALTH RISK ASSESSMENT**

**SITE/CASE: HOLLYWOOD BURBANK AIRPORT REPLACEMENT TERMINAL  
2801 NORTH HOLLYWOOD WAY, BURBANK, CALIFORNIA, 91505  
(SCP NO. 104.0674A, SITE ID NO. 2040502)  
ASSESSOR'S PARCEL NUMBERS (APNs): 2466-011-914, 2466-011-916**

Dear Mr. Hardymont:

The California Regional Water Quality Control Board, Los Angeles Region (Regional Board) is the public agency with primary responsibility for the protection of groundwater and surface water quality for all beneficial uses within major portions of Los Angeles County and Ventura County, including the above-referenced Site.

### TECHNICAL REPORTS

We received the following documents, submitted for our review:

- *Human Health Risk Assessment* ("Draft HHRA") dated July 17, 2017, prepared by Geosyntec Consultants.
- *Final Human Health Risk Assessment* ("Final HHRA") dated December 21, 2017, prepared by Geosyntec Consultants.

### BACKGROUND

The Site is located at 2801 North Hollywood Way in Burbank, California (Site) (Figure 1). The Site was formerly occupied by the Lockheed Martin Corporation (Lockheed) Plant B-6 site (B-6 Plant) between approximately 1941 and 1997. Operations at the Site included aircraft part cleaning and painting, tooling, welding, and machining. Chemicals used at the Site include aircraft fuels, biocides, descalers, fuel oils, gasoline, paints, solvents, acids, caustics, plastic resins and hardeners. Between 1989 and 1996, approximately 6,000 tons of soil impacted by metals, total petroleum hydrocarbons, and volatile organic compounds were removed. The Site was issued a soil closure in 1996.

The property was acquired by the Burbank-Glendale-Pasadena Airport Authority (Airport Authority) in 1997 under eminent domain. A modern 355,000-square-foot 14-gate airport terminal, parking and utility support structures (replacement terminal complex) is planned in an area referred to as the "Adjacent Property" (Figure 1). The Adjacent Property is approximately 49 acres and is adjacent to an existing airport runway and north of an existing passenger terminal at the Hollywood Burbank Airport in the City of Burbank, California. The replacement terminal complex is planned for the properties with Assessor's Parcel Numbers (APNs) 2466-011-914 and 2466-011-916.

The Airport Authority's planned construction activities involve selective regrading, trenching, and building the new terminal complex. Prior to initiating construction, the Airport Authority wanted to obtain recent data and document the findings in a HHRA to evaluate potential human health risk to construction workers during development and workers/users of the new terminal complex following development. A Soil and Soil Vapor Investigation Work Plan (Work Plan) was prepared by Geosyntec, technical consultant for the Airport Authority, to facilitate the collection of recent data in support of a HHRA. The Work Plan was approved by the Regional Board on December 12, 2016, and a corresponding field investigation was performed in February and March 2017.

Data collection in support of the field investigation and HHRA included soil vapor samples collected from 55 locations from depths of approximately 5 and 15 feet below ground surface (bgs) (Figure 2). In areas where a basement was projected to be constructed, soil vapor samples were collected at 25 feet bgs. The soil vapor samples were analyzed for volatile organic compounds (VOCs) by US EPA Method 8260B. Soil samples were collected at 3, 8, 15, and 25 (basement locations only) feet bgs from 89 locations at the Site (Figure 2). The soil samples were analyzed for the following:

- I. California Administrative Manual (CAM) 17 metals by US Environmental Protection Agency (EPA) Method 6010B/7471A
- II. Total Petroleum Hydrocarbons (TPH) quantified as diesel and motor oil (TPHd and TPHmo, respectively) by US EPA Method 8015M
- III. Polycyclic aromatic hydrocarbons (PAHs) by US EPA Method 8270C SIM
- IV. Polychlorinated biphenyls (PCBs) by US EPA Method 8082
- V. Select soil samples from soil vapor borings were collected for physical parameter analysis, such as permeability, porosity, grain size, dry bulk density and fractional organic carbon.

The results from the field investigation served as the primary basis for the Draft HHRA. The Draft HHRA was reviewed by the Office of Environmental Health Hazard Assessment in a memorandum (OEHHA memo) dated November 20, 2017 (attached). The Draft HHRA was revised based on editorial comments in the OEHHA memo to produce the Final HHRA, but the results remained the same in both documents. The findings from the Draft HHRA and Final HHRA are presented below.

## HHRA FINDINGS

The findings from the Draft HHRA and Final HHRA indicate the following:

1. For an airport worker, the calculated cancer risk and noncancer hazard index (HI) are at or below *de minimis* ( $10^{-6}$ ) levels. Because the calculated cancer risk and noncancer HI to an on-site airport worker are below the *de minimis* levels, the risk and hazard to an occasional airport worker would also be *de minimis* levels. As such, the cancer risk and non-cancer hazard for airport workers is below typically acceptable levels.

2. For a construction worker, the calculated cancer risk is well below the *de minimis* level. The HI is at the acceptable target level equivalence of 1.0 used by Cal-EPA and USEPA. Because the calculated cancer risk and noncancer HI to a construction worker are below and at the *de minimis* levels, the risk and hazard to an off-site employee or worker during construction activities would also be below *de minimis* levels. As such, the cancer risk and non-cancer hazard for construction workers is below typically acceptable levels.
3. Prior to the initiation of construction of the replacement terminal complex, a Soil Management Plan (SMP) will be prepared by Geosyntec to confirm additional protection of human health during construction activities.

#### REGIONAL BOARD APPROVAL


The Regional Board approves the Draft HHRA and Final HHRA with the following comments and requests:

1. In regards to the second bullet on page 16 of the OEHHA memo, "*LA RWQCB should decide on the need for additional sampling, e.g. hexavalent chromium, organochlorine pesticides, and soil vapor*", the Regional Board did not find a need for additional sampling based on the results of the Draft and Final HHRA documents which assess human health risk from soil and soil vapor exposure to a maximum depth of 25 feet bgs. The risk from soil includes the soil ingestion, contact, and inhalation pathways, while the risk from soil vapor includes the vapor intrusion pathway. In addition, historical data and site use history for the portion of the former Lockheed B-6 Plant that includes the Adjacent Property were examined to conclude that no additional sampling is required.
2. Following the review of the results of the field investigation, Draft HHRA, OEHHA memo, and Final HHRA, the Regional Board considers the Adjacent Property compatible for the construction of and operation of an airport replacement passenger terminal and associated facilities (replacement terminal complex).
3. The Regional Board shall be notified of any changes to a building or parking location that will cause the location to exceed 25 feet in depth bgs. Soil and soil vapor deeper than 25 feet bgs was not assessed as part of the Draft and Final HHRA for the Adjacent Property. Changes in building or parking depth greater than 25 feet bgs may require additional soil/soil vapor sample collection and risk analysis to assess the risk to human health at the deeper building or parking location.
4. If buildings are planned for the southern portion of Area D-DU3 and F-DU1 (Figure 2), where no soil vapor samples were collected (only soil samples to a maximum depth of 15 feet bgs), the Airport Authority shall immediately contact the Regional Board and discuss the need for collecting additional soil/soil vapor samples for risk characterization in those areas.
5. A Soil Management Plan (SMP) shall be submitted to the Regional Board for review and approval prior to the start of construction activities. The SMP shall address future soil excavation activities and describe the methods for managing impacted soil encountered during excavation and redevelopment activities. The SMP shall address the following:

- a. Excavation, management, transportation of excavated soil
  - b. Erosion and sediment (E&S) controls
  - c. Collection and analysis of confirmatory soil samples
  - d. Placement and disposal of the excavated soil
6. A Covenant and Environmental Restriction on Property ("land use covenant" or "deed restriction") shall be recorded for the Site to prohibit uses other than those permissible as an airport terminal complex, including sensitive uses such as homes, schools, or day care facilities.

**If you have any questions or concerns related to this project, please contact Ms. Nicole Alkov (Case Manager) at (213) 576-6677 or [nicole.alkov@waterboards.ca.gov](mailto:nicole.alkov@waterboards.ca.gov).**

Sincerely,

  
Samuel Unger, P.E.  
Executive Officer

Enc.: Figure 1 – Adjacent Property Site Map  
Figure 2 – Soil and Soil Vapor Sample Locations  
Figure 3 – Soil Vapor Sample Locations and Replacement Terminal Complex  
OEHHA Memo dated November 20, 2017

cc: Mr. Ravi Arulanantham, Geosyntec Consultants ([RARulanantham@Geosyntec.com](mailto:RARulanantham@Geosyntec.com))  
Mr. Robert Cheung, Geosyntec Consultants ([RCheung@Geosyntec.com](mailto:RCheung@Geosyntec.com))  
Ms. Liaht Rosenstein, Lockheed Martin Corporation ([Liaht.Rosenstein@lmco.com](mailto:Liaht.Rosenstein@lmco.com))  
Ms. Anita Fang, LARWQCB ([Xiao-Xue.Fang@Waterboards.ca.gov](mailto:Xiao-Xue.Fang@Waterboards.ca.gov))  
Mr. Gary Riley, EPA Region IX ([Riley.Gary@epa.gov](mailto:Riley.Gary@epa.gov))

**PROFESSIONAL SERVICES AGREEMENT**  
(Burbank-Glendale-Pasadena Airport Authority / XI-3)

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is dated June 27, 2022 for reference purposes and is executed by the Burbank-Glendale-Pasadena Airport Authority (“Authority”), a California joint powers agency, and XI-3, an S-corporation incorporated in the State of New Mexico (“Consultant”).

**RECITALS**

A. The Authority owns and operates the Bob Hope Airport (commonly known as Hollywood Burbank Airport) (“Airport”) and desires to retain Consultant as an independent contractor to provide the following professional services: replacement passenger terminal project progressive design-builder procurement consulting.

B. Consultant represents that it is fully qualified to perform such work by virtue of the training and experience of its personnel.

**NOW, THEREFORE**, the parties agree as follows:

**1. Definitions.** In addition to the terms defined above, the following definitions shall apply for purposes of this Agreement:

- A. “Commencement Date”: July 1, 2022.
- B. “Contract Administrator”: John T. Hatanaka or a duly authorized designee.
- C. “Contract Limit”: \$50,000.
- D. “Executive Director”: Frank R. Miller or a duly authorized designee.
- E. “Expiration Date”: June 30, 2023.
- F. “Federal Requirements” the federal requirements set forth in the attached Exhibit c, which requirements are applicable to projects not funded by an Airport Improvement Program grant from the Federal Aviation Administration.
- G. “Fee Schedule”: the fee schedule set forth in the Proposal.
- H. “Indemnitees”: the Authority, TBI, the Cities of Burbank, Glendale and Pasadena, and the respective officers, agents, employees and volunteers of each such entity.
- I. “Insurance Requirements”: the insurance requirements set forth in the attached Exhibit B.
- J. “Proposal”: Consultant’s proposal set forth in the attached Exhibit A.

K. "Services": the tasks set forth in the Proposal.

L. "TBI": TBI Airport Management, Inc.

## **2. Services.**

A. Consultant shall perform the Services in a timely, regular basis in accordance with the Authority's rules for the Airport, the Federal Requirements, and applicable laws. Time is of the essence in the performance of this Agreement.

B. Consultant shall perform all work to the highest professional standards and in a manner reasonably satisfactory to the Authority. Consultant shall consult the Contract Administrator for any decisions that must be made by the Authority. Consultant shall promptly notify the Contract Administrator of any unsafe condition that Consultant discovers at the Airport.

C. In the event any claim is brought against the Authority relating to Consultant's performance of the Services, Consultant shall provide any reasonable assistance and cooperation that the Authority might require.

## **3. Term.**

A. This Agreement shall commence on the Commencement Date and shall expire on the Expiration Date unless earlier terminated.

B. If Consultant breaches this Agreement and fails to cure such breach within seven days of written notice from the Contract Administrator, then the Authority may immediately terminate this Agreement for cause. Either party may terminate this Agreement for convenience upon 15 days prior written notice to the other party.

## **4. Compensation.**

A. The Authority shall compensate Consultant for performance of the Services, and Consultant agrees to accept as full satisfaction for such work, payment according to the Fee Schedule. In no event shall the compensation payable to Consultant under this Agreement (including expense reimbursements) exceed the Contract Limit.

B. Consultant shall submit monthly invoices to the Authority for the Services. Each invoice shall itemize the work performed during the billing period and the amount due. Within 10 business days of receipt of each invoice, the Authority shall notify Consultant in writing of any disputed amounts on the invoice. Within 30 calendar days of receipt of each invoice, the Authority shall pay all undisputed amounts on the invoice. The Authority shall not withhold applicable taxes or other authorized deductions from the payments, and Consultant shall pay all required taxes on the payments.

**5. Independent Contractor Status.** Consultant is, and shall at all times remain as to the Authority, an independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of the Authority or to act otherwise on behalf of the Authority as an agent. Neither the Authority nor any of its officers, employees, agents or volunteers shall have control over the conduct of Consultant except as set forth in this Agreement.

**6. COVID-19 Exposure Notice.** If Consultant learns that any Authority or TBI employee has a potential COVID-19 exposure from contact at the Airport with a qualifying individual (as defined in Labor Code Section 6409.6) employed by Consultant in the performance of the Services, then Consultant shall notify the Authority of that fact within one business day. Consultant's obligation under this section shall survive expiration or termination of this Agreement.

**7. Work Product Ownership.** All reports, documents, or other written material developed by Consultant in the performance of this Agreement shall be and remain the property of the Authority without limitation upon use or dissemination by the Authority.

**8. Confidentiality.** Consultant shall preserve the confidentiality of all nonpublic data, documents, discussion or other information that is developed or received by it in connection with this Agreement. Consultant shall not disclose such information without the prior written authorization of the Executive Director. Upon request, all Authority data shall be returned to the Authority at expiration or termination of this Agreement. Consultant's obligations under this section shall survive expiration or termination of this Agreement.

**9. Conflict of Interest.** Consultant shall not maintain or acquire any financial interest that may be affected by the Services. Consultant shall avoid the appearance of having any financial interest that would conflict in any manner with the Services.

**10. Indemnification.**

A. Consultant shall defend, hold harmless, and indemnify the Indemnitees from and against any actual, alleged, or threatened causes of action, claims, costs, damages, demands, expenses (including fees of accountants, attorneys, and other professionals), judgments, liens, losses, penalties, and proceedings of any nature whatsoever (collectively, "Liabilities") that arise out of the acts or omissions of Consultant or its subcontractors in connection with this Agreement.

B. Consultant's obligations under this section shall survive expiration or termination of this Agreement, and shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities.

C. Consultant's obligations under this section shall apply, without limitation, to Liabilities that partially involve active or passive negligence by the Authority. However, Consultant's obligations under this section shall not apply to Liabilities that arise from the sole negligence or willful misconduct of the Authority, as determined by final arbitration or court decision or by consensus of the parties.

**11. Insurance.** Without limiting Consultant's defense, hold harmless, and indemnification obligations under this Agreement, Consultant shall maintain policies of insurance as specified in the Insurance Requirements.

**12. Suspension.** The Contract Administrator may suspend all or any part of the Services for the Authority's convenience or for work stoppages beyond the control of the parties. Written notice of a suspension shall be given to Consultant.

**13. Notices.** Any notices, invoices, or other documents related to this Agreement shall be deemed received on: (a) the day of delivery, if delivered by hand during the receiving party's regular business hours or by e-mail before or during the receiving party's regular business hours; (b) the business day after delivery, if delivered by e-mail after the receiving party's regular business hours; or (c) on the second business day following deposit in the United States mail, postage prepaid, to the addresses listed below, or to such other addresses as the parties may, from time to time, designate in writing. Any notice delivered by e-mail that concerns breach or termination of this Agreement shall concurrently be sent by deposit in the United States mail, postage prepaid but such notice shall be deemed received based on the e-mail delivery.

Authority  
Burbank-Glendale-Pasadena Airport Authority  
2627 Hollywood Way  
Burbank, CA 91505  
Attn: John T. Hatanaka  
E-mail: [jhatanaka@bur.org](mailto:jhatanaka@bur.org)

Consultant  
XI-3  
858 Camino de Levante  
Santa Fe, NM 87501  
Attn: Rebekah Gladson  
E-mail: [rgladson@xi-3.com](mailto:rgladson@xi-3.com)

**14. Assignability.** Consultant shall not assign, transfer or subcontract any interest in this Agreement or the performance of any of its obligations without the Executive Director's prior written consent. This prohibition is not intended to preclude, and shall not be interpreted as precluding, Consultant from utilizing subcontractors identified in Consultant's proposal for the Services. Any attempt by Consultant to assign, transfer or subcontract any rights, duties or obligations in violation of this prohibition shall be void.

**15. Litigation.** In the event that either party shall commence legal action to enforce or interpret this Agreement, the prevailing party shall be entitled to recover its costs of suit including reasonable attorneys' fees. The venue for litigation shall be Los Angeles County, California. The interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted the disputed language.

**16. Exhibits.** Exhibits A through C are incorporated into this Agreement by reference. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of Exhibits A and B, the provisions of this Agreement shall prevail. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of Exhibit C, the provisions of Exhibit C shall prevail.

**17. Incorporation of Mandatory Language.** Each and every provision required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though such provision were included. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon request of either party this Agreement shall promptly be amended to make such insertion or correction.

**18. Entire Agreement.** This Agreement (and the attached Exhibits) represents the entire and integrated contract between the parties regarding the Services. This Agreement supersedes all prior oral or written negotiations, representations and contracts related to the Services. This Agreement may not be amended, nor any provision or breach waived, except in a writing that is signed by the parties and that expressly refers to this Agreement.

**TO EXECUTE THIS AGREEMENT,** the parties have caused their authorized representatives to sign below.

**XI-3**



---

Rebekah Gladson, President  
New Mexico Corporation

**Burbank-Glendale-Pasadena Airport Authority**



---

Frank Miller, Executive Director

Approved as to form:



---

Richards, Watson & Gershon  
A Professional Corporation

**EXHIBIT A**  
**Proposal**

(attached)



**Regarding: Hollywood Burbank Airport Replacement Passenger Terminal Project  
XI-3 Consulting Contract**

July 1, 2022

Dear Mr. John Hatanaka, Senior Deputy, Executive Director

Thank you for the opportunity to submit a proposal to assist the Burbank-Glendale-Pasadena Airport Authority (BGPAA) in the review of Design Build Teams for the project above.

My experience in Progressive Design Build projects is extensive and over the past 10 years I have assisted owners and Design Build Teams on over \$6B (current market value) of Progressive Design Build projects. My experience on collaborative design building and traditional Design Build projects exceeds \$10B (current market value), Design Build is a superior project delivery model if the owner chooses the right team and manages/participates in the process.

**Scope of Work**

1. Review of Statement of Qualifications for the Hollywood Burbank Airport Replacement Passenger Terminal Project. Five Design Build Team Statement of Qualifications have been received for review.
2. A Summary document of the Technical Review comments will be shared with the Scoring Team on June 29<sup>th</sup>, with a revised document provided on June 30<sup>th</sup>.
3. Preparation of Draft Staff Report for the Airport Board.
4. Presentation on the review and recommendations of the Evaluation committee's shortlist for the Design Build Team to the Airport Board on July 18.
5. Hourly contract work will end on July 19<sup>th</sup> or thereabouts. If additional effort is required by BGPAA, the hourly rate will remain at \$400.00, and the scope and time will be mutually determined and agreed upon by BGPAA and Rebekah Gladson.

**Fee**

Fee will be based on an hourly rate of \$400.00 per hour. The hours for the Scope of Work above will not exceed 125 hours. Travel, food, lodging and transportation will be billed at cost, with an agreed to per diem for food allowance.

Mr. Hatanaka, please let me know if the above proposal is responsive to BGPAA's needs or if modifications are needed.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Rebekah Gladson', is located below the 'Sincerely,' text.

Rebekah Gladson, FAIA, AUA, DBIA

**EXHIBIT B**  
**Insurance Requirements**

1. Consultant shall obtain, provide, and maintain policies of insurance as specified below.

A. General Liability Insurance. Consultant shall maintain commercial general liability insurance in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage.

B. Automobile Liability Insurance. Consultant shall maintain automobile insurance covering bodily injury and property damage for all activities of Consultant arising out of or in connection with the Services, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

C. Professional Liability (Errors and Omissions) Insurance. Consultant shall maintain professional liability insurance that covers the Services in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the Commencement Date and Consultant shall maintain continuous coverage through a period of no less than three years after expiration or termination of this Agreement.

D. Workers' Compensation/Employer's Liability Insurance. Consultant shall maintain workers' compensation insurance (statutory limits) and employer's liability insurance with limits of at least \$1,000,000.

2. The insurance policy or policies shall contain, or shall be endorsed to contain, the following provisions:

A. General liability policies shall provide or be endorsed to provide: (i) that the Indemnitees shall be additional insureds; and (ii) a waiver of subrogation in favor of additional insureds. This provision shall also apply to any excess/umbrella liability policies.

B. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

C. The coverage shall contain no special limitations on the scope of protection afforded to the Indemnitees.

D. For any claims related to this Agreement, Consultant's insurance coverage shall be primary insurance as respects the Indemnitees. Any insurance or self-insurance maintained by the Indemnitees shall be excess of Consultant's insurance and shall not contribute with it.

E. The limits of insurance may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of each Indemnatee before the Indemnatee's own insurance or self-insurance shall be called upon to protect it as a named insured.

F. Any failure to comply with reporting or other provisions of the policy, including breaches of warranties, shall not affect coverage provided to the Indemnitees.

G. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

H. The policy shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, or reduced in coverage or in limits except after 30 calendar days (10 calendar days in the event of non-payment of premium) prior written notice by certified mail, return receipt requested, has been given to the Authority.

I. Insurance is to be placed with insurers authorized to conduct business in the State of California with a minimum current A.M. Best's rating of no less than A:X, unless waived by the Contract Administrator. An exception to this standard will be made for the State Compensation Insurance Fund when not specifically rated.

J. Any deductibles or self-insured retentions must be declared to and approved by the Contract Administrator. At the option of the Contract Administrator, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Indemnitees, or Consultant shall provide a financial guarantee satisfactory to the Contract Administrator guaranteeing payment of losses and related investigations, claim administration and defense expenses.

K. The workers' compensation insurer agrees to waive all rights of subrogation against the Authority for injuries to employees of Consultant resulting from work for the Authority or use of the Airport.

3. Requirements of specific coverage features or limits are not intended as a limitation on coverage, limits, or other requirements, or as a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for clarification purposes only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Consultant maintains higher limits than the minimum specified above, the Authority requires and shall be entitled to coverage for the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Authority.

4. Consultant shall furnish to the Authority an original certificate or certificates of insurance and amendatory endorsements showing that required policies are in effect in the required amounts and, as to the workers' compensation insurance, with the required waiver of

subrogation. The certificates and endorsements must be received and approved by the Contract Administrator prior to commencement of work. The Authority reserves the right to require complete, certified copies of all required insurance policies at any time.

5. Consultant shall ensure that its subcontractors provide the same minimum insurance coverage and endorsements required of Consultant. Consultant shall monitor and review all such coverage, and Consultant assumes all responsibility for ensuring that such coverage is provided. Upon request, Consultant shall submit all subcontractor agreements to the Authority for review.

6. In the event any policy of insurance does not comply with these requirements or is cancelled and not replaced, the Authority has the right but not the duty to obtain the insurance it deems necessary. Any premium paid by the Authority in such event shall be promptly reimbursed by Consultant or the Authority shall withhold from its payments to Consultant an amount sufficient to pay that premium.

7. The Authority reserves the right at any time to change the amounts and types of required insurance by giving Consultant 90 days notice of such change. If such change results in substantial additional cost to Consultant, then the parties shall renegotiate Consultant's compensation.

**EXHIBIT C**  
**Non-AIP Project Federal Requirements**

1. General Civil Rights Provisions

Consultant agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds Consultant and subtier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

2. Civil Rights – Title VI Assurance

During the performance of this contract, Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the “Consultant”) agrees as follows:

A. Compliance with Regulations: Consultant will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

B. Non-discrimination: Consultant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Consultant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Consultant of Consultant’s obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

D. Information and Reports: Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Authority or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, Consultant will so certify to the Authority or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of Consultant's noncompliance with the non-discrimination provisions of this contract, the Authority will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

1. Withholding payments to Consultant under the contract until Consultant complies; and/or
2. Cancelling, terminating, or suspending a contract, in whole or in part.

F. Incorporation of Provisions: Consultant will include the provisions of paragraphs A through F in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Consultant will take action with respect to any subcontract or procurement as the Authority or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Consultant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Consultant may request the Authority to enter into any litigation to protect the interests of the Authority. In addition, Consultant may request the United States to enter into the litigation to protect the interests of the United States.

G. During the performance of this contract, Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
2. 49 CFR part 21 (Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
4. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
5. The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

7. The Civil Rights Restoration Act of 1987, (PL 100-209), (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

8. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

9. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq*).

### 3. Federal Fair Labor Standards Act

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. Consultant has full responsibility to monitor compliance to the referenced statute or regulation. Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

4. Occupational Safety and Health Act

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Consultant must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Consultant retains full responsibility to monitor its compliance and its subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). Consultant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.



# Adjacent Property Terminal Selection Memo and Land Use Covenant

Presented to  
Burbank-Glendale-Pasadena  
Airport Authority

October 3, 2022

# Potential RPT Locations



# Adjacent Property Terminal Selection Memo

- Formally designates Adjacent Property as RPT location
- Satisfies a Development Agreement requirement
- Triggers automatic revision of Adjacent Property easement
  - Easement currently allows one airport project on this site: surface parking lot
  - Revision allows this site to be used for RPT and ancillary improvements

# Land Use Covenant

- Human Health Risk Assessment (HHRA) completed to confirm Adjacent Property's suitability for RPT
- LA Regional Water Quality Control Board (LARWQCB) approved HHRA subject to recordation of Land Use Covenant
  - Limits Adjacent Property to industrial, commercial, office space, and Airport Zone uses
  - Excavation deeper than 25 feet requires LARWQCB approval